

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

BETWEEN

TELEPHONE USA OF WISCONSIN, LLC.

AND

ORION COMPUTERS, INCORPORATED

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This Interconnection, Resale and Unbundling Agreement (the "Agreement"), is by and between Telephone USA of Wisconsin, LLC, Inc. with its address for purposes of this Agreement at 100 Century Park Drive, Monroe, Louisiana 71203 ("Tel USA"), and Orion Computers, Incorporated in its capacity as a certified Provider of local two-way wireline dial-tone service ("ORION"), with its address for this Agreement at 700 E. Blackhawk Ave, Prairie du Chine, WI 53821 (Tel USA and ORION being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Wisconsin only (the "State").

WHEREAS, interconnection between competing Local Exchange Carriers (LECs) is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon interconnection points; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks, resale of their telecommunications services, access to their poles, ducts, conduits and rights-of-way and, in certain cases, the offering of certain Unbundled Network Elements (UNEs) and physical collocation of equipment in LEC premises;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tel USA and ORION hereby covenant and agree as follows:

ARTICLE I
SCOPE AND INTENT OF AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of interconnection and the exchange of traffic between their respective end-user customers, and reciprocal access to poles, ducts, conduits and rights-of-way. This Agreement also governs the purchase by ORION of certain telecommunications services provided by Tel USA in its franchise areas for resale by ORION, the purchase by ORION of certain Unbundled Network Elements from Tel USA, and the terms and conditions of the collocation of certain equipment of ORION in the premises of Tel USA. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. This Agreement will be submitted to the Wisconsin Public Service Commission (the "Commission") for approval. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to Tel USA's cost recovery covered in this Agreement. ORION agrees to negotiate reciprocal terms and conditions with Tel USA based on this Agreement.

The services and facilities to be provided to ORION by Tel USA in satisfaction of this Agreement may be provided pursuant to Tel USA tariffs and then current practices. Should such services and facilities be modified by tariff or by Order, including any modifications resulting from other Commission proceedings, federal court review or other judicial action, and unless otherwise specified herein, such modifications will be deemed to automatically supersede any rates and terms and conditions of this Agreement. The Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement.

ARTICLE II
DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Article II and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

1.1 Access Service Request (ASR)

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of Interconnection.

1.2 Act

The Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

1.3 Affiliate

A person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.

1.4 Answer Supervision

An off-hook supervisory signal.

1.5 Applicable Law

All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.

1.6 As-Is Transfer (AIT)

The transfer of all telecommunications services and features available for resale, that are currently being provided for a specific account, without the requirements of a specific enumeration of the services and features on the Local Service Request (LSR).

1.7 Automatic Location Identification/Data Management System (ALI/DMS)

The emergency services (E-911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records.

1.8 Automated Message Accounting (AMA)

The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE which defines the industry standard for message recording.

- 1.9 Automatic Number Identification (ANI)
The number transmitted through the network identifying the calling party.
- 1.10 Basic Local Exchange Service
Voice grade access to the network that provides: the ability to place and receive calls; touch-tone service, access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to interexchange carriers of the customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).
- 1.11 Bill-and-Keep Arrangement
A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.
- 1.12 Bona Fide Request (BFR)
Process intended to be used when requesting customized Service Orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFR's.
- 1.13 Business Day
Monday through Friday, except for holidays on which the U.S. mail is not delivered.
- 1.14 Central Office Switch
A switch used to provide telecommunications services including (1) End Office Switches which are Class 5 switches from which end-user Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).
- 1.15 Centralized Message Distribution System (CMDS)
The billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other incumbent LECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System (CABS) records.
- 1.16 CLLI Codes
Common Language Location Identifier Codes.
- 1.17 Commission
The Public Service Commission of Wisconsin.
- 1.18 Common Channel Signaling (CCS)
A high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

- 1.19 Competitive Local Exchange Carrier (CLEC)
Any company or person authorized to provide local exchange services in competition with an ILEC.
- 1.20 Compliance
Environmental and safety laws and regulations based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.
- 1.21 Conversation Time
The time that both Parties' equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.
- 1.22 Currently Available
Existing as part of Tel USA's network at the time of the requested order or service and does not include any service, feature, function or capability that Tel USA either does not provide to itself or to its own end users, or does not have the capability to provide.
- 1.23 Customer
Tel USA or ORION, depending on the context and which Party is receiving the service from the other Party.
- 1.24 Customer Service Record Search
Applied to LSR when CLEC requests a customer service record search prior to account conversion from Tel USA or from another CLEC. Search typically is for basic account information, listing/directory information, service and equipment listing, and billing information. Applied on a per requested loop and/or port basis.
- 1.25 Dedicated Transport
An Unbundled Network Element that is purchased for the purpose of transporting Telecommunication Services between designated Serving Wire Centers (SWC). Dedicated Transport may extend between two Tel USA SWCs (Interoffice Dedicated Transport or IDT) or may extend from the Tel USA SWC to the CLEC premise (CLEC Dedicated Transport or CDT). CDT remains within the exchange boundaries of the SWC, while IDT traverses exchange boundaries.
- 1.26 Disconnect Supervision
An on-hook supervisory signal end at the completion of a call.
- 1.27 DS-1
A service carried at digital signal rate of 1.544 Mbps.
- 1.28 DS-3
A service carried at digital signal rate of 44.736 Mbps.
- 1.29 Electronic File Transfer
A system or process which utilizes an electronic format and protocol to send/receive data files.

- 1.30 Enhanced Service Provider (ESP) /Internet Service Provider (ISP) Traffic
- Traffic bound to any Enhanced Service Provider or Internet Service Provider. ESP/ISP Traffic is separate and distinct from Local Traffic.
- 1.31 E-911 Service
- A method of routing 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed. E-9-1-1 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering Attendant's position. It usually includes selective routing.
- 1.32 Exchange Message Record (EMR)
- An industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Telcordia Technologies.
- 1.33 Exchange Service
- All basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end users to place or receive calls to all other stations on the PSTN.
- 1.34 Expanded Interconnection Service (EIS)
- A service that provides interconnecting carriers with the capability to terminate basic fiber optic transmission facilities, including optical terminating equipment and multiplexers, at Tel USA's wire centers and access tandems and interconnect those facilities with the facilities of Tel USA. Microwave is available on a case-by-case basis where feasible.
- 1.35 Facility
- All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 46.
- 1.36 FCC
- The Federal Communications Commission.
- 1.37 Generator
- Under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (40 CFR 261) or whose act first causes a hazardous waste to become subject to regulation. The generator is legally responsible for the proper management and disposal of hazardous wastes in accordance with regulations (see reference in Article III, Section 46).

- 1.38 Hazardous Chemical
- As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.
- 1.39 Hazardous Waste
- As described in Resource Conservation Recovery Act (RCRA), a solid waste(s) which may cause, or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.
- 1.40 Imminent Danger
- As described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.
- 1.41 Incumbent Local Exchange Carrier (ILEC)
- Any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.
- 1.42 Initial Service Order
- A charge applied to each LSR of Unbundled Loops with the exception of Subsequent Service Order changes to existing CLEC accounts.
- 1.43 Interconnection Facility
- See "Internetwork Facilities".
- 1.44 Interconnection Point (IP)
- The physical point on the network where the two parties interconnect. The IP is the demarcation point between ownership of the transmission facility.
- 1.45 Interexchange Carrier (IXC)
- A telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs or is authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.
- 1.46 Interim Number Portability (INP)
- The delivery of Local Number Portability (LNP) capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.
- 1.47 Internetwork Facilities
- The physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and exchange access.

- 1.48 ISDN User Part (ISUP)
A part of the SS7 protocol that defines call setup messages and call takedown messages.
- 1.49 Line Side
Refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.
- 1.50 Local Access and Transport Area (LATA)
A geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA.
- 1.51 Local Exchange Carrier (LEC)
Any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.
- 1.52 Local Exchange Routing Guide (LERG)
The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.
- 1.53 Local Number Portability (LNP)
The ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.
- 1.54 Local Service Request (LSR)
The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and unbundled elements for the purposes of competitive local services.
- 1.55 Local Traffic
Traffic that is originated by an end user of one Party and terminates to the end user of the other Party within Tel USA's then current local serving area, including mandatory local calling scope arrangements. A mandatory local calling scope arrangement, Ordered by the Commission, is an arrangement that provides end users a local calling scope, Extended Area Service (EAS) or Extended Community Calling (ECC), beyond their basic exchange serving area. Local Traffic does not include optional local calling scopes (i.e., optional rate packages that permit the end user to choose a local calling scope beyond their basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Local Traffic excludes Enhanced Service Provider (ESP) and Internet Service Provider (ISP) traffic, including but not limited to Internet, 900-976, etc., and Internet Protocol based long distance telephony.
- 1.56 Loop Facility Charge
A charge applied to LSR's when field work is required for establishment of unbundled loop service. Applied on a per LSR basis.

- 1.57 Main Distribution Frame (MDF)
- The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.
- 1.58 Meet-Point Billing (MPB)
- Refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each LEC receiving an appropriate share of the transport element revenues as defined by the effective access tariffs.
- 1.59 Mid-Span Fiber Meet
- An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed-upon IP.
- 1.60 Multiple Exchange Carrier Access Billing (MECAB)
- Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.
- 1.61 Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)
- A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for access service which is to be provided by two or more LECs.
- 1.62 Network Interface Device (NID)
- The point of demarcation between the end user's inside wiring and Tel USA's facilities.
- 1.63 911 Service
- A universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.64 North American Numbering Plan (NANP)
- The system of telephone numbering employed in the United States, Canada, and Caribbean countries that employ NPA 809.
- 1.65 Numbering Plan Area (NPA)
- Also sometimes referred to as an area code, is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service

Access Code" or "SAC Code" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas. 500, 800, 900, 700 and 888 are examples of Non-Geographic NPAs.

1.66 NXX, NXX Code, Central Office Code or CO Code

The three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.67 Owner or Operator

As used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), operator means the person responsible for the overall (or part of the) operations of a facility (see reference in Article III, Section 46).

1.68 Party/Parties

Tel USA and/or ORION.

1.69 Pole Attachment

Refers to the definition set forth in Article XI.

1.70 Provider

Tel USA or ORION depending on the context and which Party is providing the service to the other Party.

1.71 Public Safety Answering Point (PSAP)

An answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies (ERAs) such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.72 Rate Center

The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

1.73 Right-of-way (ROW)

The right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

- 1.74 **Routing Point**
- Denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.
- 1.75 **Service Switching Point (SSP)**
- A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.
- 1.76 **Shared Transport**
- The physical interoffice facility not dedicated to any one customer that is used to transport a call between switching offices. A central office switch translates the end user dialed digits and routes the call over a Common Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any end user (Tel USA end user or ORION end user) when ORION has purchased unbundled local switching, and are referred to as "shared transport facilities".
- 1.77 **Signaling Point (SP)**
- A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.
- 1.78 **Signaling System 7 (SS7)**
- The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.
- 1.79 **Subsidiary**
- A corporation or other legal entity that is majority owned by a Party.
- 1.80 **Subsequent Service Order**
- Applied to LSR's requesting a service change to an existing unbundled account (no CLEC transfer). For disconnect-only LSR's, no NRC will be applied.
- 1.81 **Synchronous Optical Network (SONET)**
- Synchronous electrical (STS) or optical channel (OC) connections between LECs.
- 1.82 **Switched Access Service**
- The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500,700, 800, 888 and 900 access services.
- 1.83 **Telcordia Technologies**
- A wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new telecommunications services. Telcordia Technologies also provides certain centralized

technical and management services for the regional holding companies, Ameritech, and also provides generic requirements for the telecommunications industry for products, services and technologies.

1.84 TEL USA Guide

The Tel USA Guide, which contains Tel USA's operating procedures for ordering, provisioning, trouble reporting and repair for resold services and unbundled elements. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the Guide which may be amended from time to time by Tel USA as needed.

1.85 Telecommunications Services

The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.86 Third Party Contamination

Environmental pollution that is not generated by the LEC or ORION but results from off-site activities impacting a facility.

1.87 Transfer of Service

A charge applied to LSR's which involve account changes (e.g., CLEC to CLEC transfers).

1.88 Trunk Side

Refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone station sets.

1.89 Unbundled Network Element (UNE)

Generally a facility or equipment used in the provision of a Telecommunications Service. Specific references to UNEs contained throughout this Agreement shall be to the network elements that are to be unbundled pursuant to Article VII of this Agreement.

1.90 Undefined Terms

Terms that may appear in this Agreement which are not defined. Parties acknowledge and agree that any such terms shall be construed in accordance with customary usage in the telecommunications industry as of the effective date of this Agreement.

1.91 Wire Center

A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of exchange services and access services, are located.

ARTICLE III
GENERAL PROVISIONS

1. Scope of General Provisions.

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.

2. Term and Termination.

2.1 Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be from the Effective Date of this Agreement until February 28, 2002, and shall continue in effect for consecutive six (6) month terms unless either Party gives the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the then-current term ("Termination Date"). In the event notice is given less than 90 calendar days prior to the end of the current term, this Agreement shall remain in effect for 90 calendar days after such notice is received, provided, that in no case shall the Termination Date be extended beyond 90 calendar days after the end of the current term.

2.2 Post-Termination Arrangements.

Except in the case of termination as a result of either Party's Default under Section 2.3 below, or a termination upon sale, pursuant to Section 2.4, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue:

- (a) As if under this Agreement, if either Party has requested negotiations for a new agreement pursuant to Sections 251 and 252 of the Act, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the Termination Date, whichever is earlier.
- (b) If this Agreement is not continued pursuant to subsection (a) preceding under (i) a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers; or (iv) any rights under Section 252(i) of the Act.

2.3 Termination Upon Default.

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting party in writing of the alleged default and that the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of written notice thereof. Default is defined to include:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

2.4 Termination Upon Sale.

Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof. The selling or transferring Party shall provide the other Party with at least ninety (90) calendar days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.5 Liability Upon Termination.

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

3. Amendments.

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

4. Assignment.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

5. Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing and ORION has not relied on Tel USA counsel, pursuant to this Agreement.

6. Responsibility for Payment.

Tel USA may charge ORION and ORION will pay Tel USA a deposit before Tel USA is required to perform under this agreement if ORION has not established a good payment history with Tel USA. Such deposit will be calculated based on Tel USA's estimated two-month charges to ORION using ORION's forecast of resale lines and unbundled loops. Interest will be paid on the deposit in accordance with state requirements for end user deposits.

7. CLEC Profile.

Before orders can be taken, the CLEC Profile must be completed and returned; and, if required, an advanced deposit paid. ORION will provide Tel USA with its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the Tel USA Guide. ORION agrees to warrant to Tel USA that it is a certified provider of telecommunications service. ORION will document its Certificate of Operating Authority on the CLEC Profile and agrees to update this CLEC Profile as required to reflect its current certification.

8. Contact Exchange.

The Parties agree to exchange and to update contact and referral numbers for order inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the government.

9. Electronic Interface.

Electronic interface is not currently available.

10. Billing and Payment.

Except as provided elsewhere in this Agreement and where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), ORION and Tel USA agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

10.1 Back Billing.

Neither Party will bill the other Party for previously unbilled charges that are for more than one-year prior to the current billing date.

10.2 Dispute.

If one Party disputes a billing statement issued by the other Party, the billed Party shall notify Provider in writing regarding the nature and the basis of the dispute within six (6) months of the statement date or the dispute shall be waived. The Parties shall diligently work toward resolution of all billing issues.

10.3 Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the amount allowed by the applicable Tel USA state access tariffs, the state retail tariff, or the NECA Tariff F.C.C. No. 5, in accordance with the service ordered, or the maximum nonusurious rate of interest under applicable law. Late payment charges shall be included on the next statement.

10.4 Due Date.

Payment is due thirty (30) calendar days from the bill date.

10.5 Audits.

Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations.

11. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

12. Capacity Planning and Forecasting.

Within thirty (30) days from the effective date of this Agreement, the Parties agree to have met and developed joint planning and forecasting responsibilities which are applicable to Local Services, including Features, UNEs, Interim Number Portability (INP), Interconnection Services, Collocation, Poles, Conduits and Rights-of-Way (ROW). Tel USA may delay processing ORION service orders should the Parties not perform obligations as specified in this Section 11. Such responsibilities shall include but are not limited to the following:

- 12.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than three (3) months in advance of changes that would impact either Party's provision of services.
- 12.2 ORION will furnish to Tel USA information that provides for state-wide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.
- 12.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article V.
- 12.4 ORION shall notify Tel USA promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period.
- 12.5 All forecasting information will be confidential and will be used for CenturyTel's network management or carrier service management only.

13. Compliance with Laws and Regulations.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

14. Confidential Information.

14.1 Identification.

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar days after oral or visual disclosure.

Notwithstanding the foregoing, preorders and all orders for services or UNEs placed by ORION pursuant to this Agreement, and information that would constitute customer proprietary network information of ORION end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to ORION end users, whether disclosed by ORION to Tel USA or otherwise acquired by Tel USA in the course of its performance under this Agreement.

14.2 Handling.

In order to protect such Confidential Information from improper disclosure, each Party agrees:

- (a) That all Confidential Information shall be and shall remain the exclusive property of the source;
- (b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance of this Agreement;
- (c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- (d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;
- (e) To return promptly any copies of such Confidential Information to the source at its request; and
- (f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

14.3 Exceptions.

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

14.4 Survival.

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

15. Consent.

Where consent, approval, or mutual agreement is required of a Party, it shall not be conditional, unreasonably withheld, or delayed.

16. Fraud.

ORION assumes responsibility for all fraud associated with telecommunication services provided by ORION's end-user customers and accounts. Tel USA shall bear no responsibility for, nor is it required to investigate or make adjustments to ORION's account in cases of fraud.

17. Reimbursement of Expenses.

In performing under this Agreement Tel USA may be required to make expenditures or otherwise incur costs that are not otherwise reimbursed under this Agreement. Tel USA will provide ORION with written notification when costs are expected and ORION will acknowledge and accept the estimated costs

before Tel USA is entitled to such reimbursement. In such event Tel USA is entitled to reimbursement from ORION for all such costs. For all such costs and expenses Tel USA shall receive through NRCs the actual costs and expenses incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to Tel USA's common costs.

18. Dispute Resolution.

18.1 Alternative to Litigation.

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.2 Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

18.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in Madison, Wisconsin or a mutually agreeable city. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

18.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 18.2 directly and materially affects service to either Party's end-user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

18.5 Costs.

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

18.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Article IV, Section 4) in accordance with this Agreement.

19. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

20. Expenses.

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

21. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or likes acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

22. Good Faith Performance.

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld or delayed.

23. Governing Law.

This Agreement shall be governed by and construed in accordance with the Telecommunications Act of 1996, applicable federal and (to the extent not inconsistent therewith) domestic laws of the state where the services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.

24. Standard Practices.

The Parties acknowledge that Tel USA shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry which may be added in the Guide. ORION agrees that Tel USA may implement such practices to satisfy any Tel USA obligations under this Agreement.

25. Headings.

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

26. Independent Contractor Relationship.

The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

27. Law Enforcement Interface.

27.1 Except to the extent not available in connection with Tel USA's operation of its own business, Tel USA shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.

27.2 Tel USA agrees to work jointly with ORION in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for ORION customers will be billed to ORION.

27.3 Tel USA will, in non emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is an ORION Customer and shall refer them to ORION.

28. Liability and Indemnity.

28.1 Indemnification.

Subject to the limitations set forth in Section 28.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by

any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

28.2 End-User and Content-Related Claims.

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of services, UNEs or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the Indemnifying Party's end-users against an Indemnified Party arising from Services, UNEs or Facilities. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party and the Indemnified Party or such Party's end-users, or any other act or omission of the Indemnified Party or such Party's end-users.

28.3 DISCLAIMER.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, UNEs OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

28.4 Limitation of Liability.

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses Tel USA may recover, including those under Section 17 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described

in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

28.5 Intellectual Property.

Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.

29. Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

30. No Third Party Beneficiaries.

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

31. Notices.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Upon prior immediate oral agreement of the parties' designated recipients identified below, notice may also be provided by facsimile, Internet or electronic messaging system, which shall be effective if sent before 5:00 p.m. on that day, or if sent after 5:00 p.m. it will be effective on the next Business Day following the date sent. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address or Internet ID indicated below or such address as the Party to be notified has designated by giving notice in compliance with this section:

If to Tel USA:
Telephone USA of Wisconsin, LLC.
Attention: Corporate Carrier Relations
100 Century Park Drive
Monroe, LA 71203
Telephone number: (318) 388-9000
Facsimile number: (318) 388-9072
Internet Address:

Copy to:
CenturyTel
Regional Carrier Relations Manager
2615 East Avenue South
La Crosse, WI 54602-4800
Telephone number: (608) 796-7894
Facsimile number: (608) 796-7890
Internet Address: fran.runkel@centurytel.com

If to ORION:

Orion Computers, Incorporated
ATTN: Manager
700 E. Blackhawk Ave,
Prairie du Chein, WI 53821
Telephone number: 608.326.6800 ex101
Facsimile number: 608-326-6815
Internet Address: rjhuhn@orioncomputers.net

32. Protection.

32.1 Impairment of Service.

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

32.2 Resolution.

If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment.

33. Publicity.

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services, UNEs or Facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both Tel USA and ORION.

34. Regulatory Agency Control.

This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable state utility regulatory commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

35. Changes in Legal Requirements.

Tel USA and ORION further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any modifications to those requirements will be deemed to automatically supersede any terms and conditions of this Agreement.

36. Effective Date.

This Agreement will be effective only upon execution by both Parties and approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for all purposes will

be as established by the Commission approval order. The Parties agree orders for services will not be submitted or accepted within the first ten (10) business days after the agreement is effective.

37. Regulatory Matters.

Each Party shall be responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

If either Party does not provide necessary filing materials within 90 days of execution of this Agreement, any contract signatures will no longer be effective. If both Parties determine to proceed with filing, negotiations between the Parties will resume.

38. Rule of Construction.

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

39. Section References.

Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

40. Severability.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

41. Subcontractors.

Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement.

42. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.

43. Taxes.

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party notifies the collecting Party and provides to the collecting Party appropriate documentation as Tel USA requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or

recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

43.1 Tax.

A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a Provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

43.2 Fees/Regulatory Surcharges.

A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.

Fees/Regulatory Surcharges shall include but not be limited to E-911/911, E311/311, franchise fees, and Commission surcharges.

44. Trademarks and Trade Names.

Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

45. Waiver.

The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

46. Environmental Responsibility.

46.1 ORION is responsible for compliance with all laws regarding the handling, use, transport, storage, and disposal of, and for all hazards created by and damages or injuries caused by, any materials brought to or used at the Facility by ORION. In accordance with Section 46.10, ORION will indemnify Tel USA for all claims, fees, penalties, damages, and causes of action with respect to these materials. No new safety or environmental hazards shall be created or new hazardous substances shall be used at a Tel USA Facility. ORION must demonstrate adequate training and emergency response capabilities related to materials brought to, used, or existing at the Tel USA Facility.

46.2 ORION, its invitees, agents, employees, and contractors agree to comply with such reasonable environmental or safety practices/procedures, whether or not required by law, as requested by Tel USA when working at a Tel USA Facility. The Parties acknowledge and agree that nothing in this Agreement or in any of Tel USA's practices/procedures constitutes a warranty or representation by Tel USA that ORION's compliance with Tel USA's practices/procedures, with

this Agreement, or with Tel USA's directions or recommendations will achieve compliance with any applicable law. ORION is responsible for ensuring that all activities conducted by ORION at the Facility are in accordance with all applicable federal, state, and local laws, regulations, permits, and agency orders, approvals, and authorizations relating to safety, health, and the environment.

- 46.3 Tel USA and ORION shall provide to each other notice of known and recognized physical hazards or hazardous substances brought to, used, or existing at the Tel USA Facility. Each Party is required to promptly provide specific notice of conditions or circumstances potentially posing a threat of imminent danger, including, by way of example only, a defective utility pole or any petroleum contamination in a manhole.
- 46.4 ORION shall obtain and use its own environmental permits, approvals, or identification numbers to the extent that such permits, approvals, or identification numbers are required under applicable laws. If the relevant regulatory authority refuses to issue a separate permit, approval, or identification number to ORION after a complete and proper request by ORION for same, then Tel USA's permit, approval, or identification number may be used as authorized by law and upon prior approval by Tel USA. In that case, ORION must comply with all of Tel USA's environmental, health, and safety practices/procedures relating to the activity in question, including, but not limited to, use of environmental "best management practices (BMP)" and selection criteria for vendors and disposal sites. The Parties acknowledge and agree that nothing in this Agreement, use of Tel USA's permits, approvals, or identification numbers, or compliance with Tel USA's practices/procedures constitutes a representation or warranty that ORION's activities will be in compliance with applicable laws, and such compliance or use of Tel USA's permits, approvals, or identification numbers creates no right of action against Tel USA.
- 46.5 If Third Party Contamination is discovered at a Tel USA Facility, the Party uncovering the contamination must timely notify the proper safety or environmental authorities, to the extent that such notification is required by applicable law. If ORION discovers Third Party Contamination, ORION will immediately notify Tel USA and will consult with Tel USA prior to making any required notification, unless the time required for prior consultation would preclude ORION from complying with an applicable reporting requirement.
- 46.6 Tel USA and ORION shall coordinate plans or information required to be submitted to government agencies, such as, by way of example only, emergency response plans and chemical inventory reporting. For fees associated with such filings, Tel USA and ORION must develop a cost sharing procedure.
- 46.7 When conducting operations in any Tel USA manhole or vault area, ORION shall follow appropriate practices/procedures in evaluating and managing any water, sediment, or other material present in the manhole or vault area so as to ensure compliance with all applicable laws, regulations, permits, and requirements applicable in such circumstances and to ensure safe practices. ORION shall not disturb building materials containing hazardous substances prior to space or power accessibility. Tel USA must approve any contracts or agreements to move the materials prior to disturbing the building materials. ORION shall be responsible for obtaining any permit, regulatory approval, or identification number necessary for any of its operations involving the evaluation, collection, discharge, storage, disposal, or other management of water, sediment, or other material present in a Tel USA manhole or vault area. Tel USA shall not be responsible for any costs incurred by ORION in meeting its obligations under this Section.
- 46.8 ORION shall provide reasonable and adequate compensation to Tel USA for any additional or increased costs associated with compliance with any federal, state, or local law, regulation, permit, or agency requirement related to safety, health, or the environment where such additional or increased cost is incurred as a result of providing ORION with interconnection or collocation, including, but not limited to, costs associated with obtaining appropriate permits or

agency authorizations or approvals, remediation or response to any release or threatened release of any regulated substance, investigation or testing related, and training or notification requirements.

- 46.9 Activities impacting safety or the environment of a Right of Way (ROW) must be harmonized with the specific agreement and the relationship between Tel USA and the landowner. In this regard, ORION must comply with any limitations associated with a ROW, including, but not limited to, limitations on equipment access due to environmental conditions (e.g., wetland areas having equipment restrictions).
- 46.10 Notwithstanding Section 27, with respect to environmental responsibility under this Section 46, Tel USA and ORION shall each indemnify, defend, and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or real or personal property damage), judgments, damages (including direct and indirect damage and punitive damages), penalties, fines, forfeitures, cost, liabilities, interest and losses arising from or in connection with (a) the indemnifying Party's negligent or willful misconduct, regardless of form; (b) the violation or alleged violation of any federal, state, or local law, regulation, permit, or agency requirement relating to safety, health, or the environment; or (c) the presence or alleged presence of contamination arising out of the indemnifying Party's acts or omissions concerning its operations at the Tel USA Facility; it being the parties' express intention that ORION shall be strictly liable for liabilities arising under parts (b) and (c) of this Section 46.10.

47. TBD Prices.

Numerous provisions in this Agreement and its Attachments refer to pricing principles. If a provision references prices in an Attachment and there are no corresponding prices in such Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to ORION ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established (for example, if there is not an established price for a non recurring charge (NRC) for a specific UNE, the Parties would use the NRC for the most analogous retail service for which there is an established price). Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by ORION to Tel USA, and any overpayment shall be refunded by Tel USA to ORION, within 45 Business Days after the establishment of the price by the Commission.

ARTICLE IV
GENERAL RULES GOVERNING RESOLD SERVICES
AND UNBUNDLED ELEMENTS

1. General.

General regulations, terms and conditions governing rate applications, technical parameters, service availability, definitions and feature interactions, as described in the appropriate Tel USA intrastate local, toll and access tariffs, apply to retail services made available by Tel USA to ORION for resale and UNEs provided by Tel USA to ORION, when appropriate, unless otherwise specified in this Agreement. As applied to services or UNEs offered under this Agreement, the term "Customer" contained in the Tel USA Retail Tariff shall be deemed to mean "ORION" as defined in this Agreement.

2. Liability of Tel USA.

2.1 Inapplicability of Tariff Liability.

Tel USA's general liability, as described in the Tel USA Retail Tariff, does not extend to ORION's customers or any other third party. Liability of Tel USA to ORION resulting from any and all causes arising out of services, facilities, UNEs or any other items relating to this Agreement shall be governed by the liability provisions contained in this Agreement and no other liability whatsoever shall attach to Tel USA. Tel USA shall be liable for the individual services, facilities or elements that it separately provides to ORION and shall not be liable for the integration of components combined by ORION.

2.2 ORION Telcom Tariffs or Contracts.

ORION shall, in its tariffs or other contracts for services provided to its end-users using services, facilities or UNEs obtained from Tel USA, provide that in no case shall Tel USA be liable to ORION's end-users or any third parties for any indirect, special or consequential damages, including, but not limited to, economic loss or lost business or profits, whether foreseeable or not, and regardless of notification by ORION of the possibility of such damages and ORION shall indemnify and hold Tel USA harmless from any and all claims, demands, causes of action and liabilities based on any reason whatsoever from its customers as provided in this Agreement. Nothing in this Agreement shall be deemed to create a third-party beneficiary relationship with ORION's end-users.

2.3 No Liability for Errors.

Tel USA is not liable for mistakes that appear in Tel USA's listings, 911 and other information databases, or for incorrect referrals of end-users to ORION for any ongoing ORION service, sales or repair inquiries, and with respect to such mistakes or incorrect referrals, ORION shall indemnify and hold Tel USA harmless from any and all claims, demands, causes of action and liabilities whatsoever, including costs, expenses and reasonable attorney's fees incurred on account thereof, by third parties, including ORION's end-users or employees. For purposes of this Section 2.3, mistakes and incorrect referrals shall not include matters arising out of the willful misconduct of Tel USA or its employees or agents.

3. Unauthorized Changes.

3.1 Procedures.

If ORION submits an order for resold services or unbundled elements under this Agreement in order to provide service to an end-user that at the time the order is submitted is obtaining its local services from Tel USA or another LEC using Tel USA resold services or unbundled elements, and the end-user notifies Tel USA that the end-user did not authorize ORION to

provide local exchange services to the end-user, ORION must provide Tel USA with written documentation of authorization from that end-user within thirty (30) Business Days of notification by Tel USA. If ORION cannot provide written documentation of authorization within such time frame, ORION must within three (3) Business Days thereafter:

- (a) notify Tel USA to change the end-user back to the LEC providing service to the end-user before the change to ORION was made; and
- (b) provide any end-user information and billing records ORION has obtained relating to the end-user to the LEC previously serving the end-user; and
- (c) notify the end-user and Tel USA that the change back to the previous LEC has been made.

Furthermore, Tel USA will bill ORION fifty dollars (\$50.00) per affected line to compensate Tel USA for switching the end-user back to the original LEC.

4. Impact of Payment of Charges on Service.

ORION is solely responsible for the payment of all charges for all services, facilities and elements furnished under this Agreement, including, but not limited to, calls originated or accepted at its or its end-users' service locations. If ORION fails to pay when due any and all charges billed to ORION under this Agreement, including any late payment charges (collectively, "Unpaid Charges"), and any or all such charges remain unpaid more than forty-five (45) calendar days after the bill date of such Unpaid Charges excepting previously disputed charges for which ORION may withhold payment, Tel USA shall notify ORION in writing that it must pay all Unpaid Charges to Tel USA within seven (7) Business Days.

If ORION disputes the billed charges, it shall, within said seven (7) day period, inform Tel USA in writing of which portion of the Unpaid Charges it disputes, including the specific details and reasons for the dispute, unless such reasons have been previously provided, and shall immediately pay to Tel USA all undisputed charges. If ORION and Tel USA are unable, within thirty (30) Business Days thereafter, to resolve issues related to the disputed charges, then either ORION or Tel USA may file a request for Dispute Resolution under Article III, Section 18 of this Agreement to resolve those issues. Upon resolution of any dispute hereunder, if ORION owes payment it shall make such payment to Tel USA with any late payment charge under Article III, Section 10.3, from the original payment due date. If ORION owes no payment, but has previously paid Tel USA such disputed payment, then Tel USA shall credit such payment including any late payment charges. If ORION fails to pay any undisputed Unpaid Charges, ORION shall, at its sole expense, within five (5) Business Days notify its end-users that their service may be disconnected for ORION's failure to pay Unpaid Charges, and that its end-users must select a new provider of local exchange services. Tel USA may discontinue service to ORION upon failure to pay undisputed charges as provided in this Section 4, and shall have no liability to ORION or ORION's end-users in the event of such disconnection. If ORION fails to provide such notification or any of ORION's end-users fail to select a new provider of services within the applicable time period, Tel USA may provide local exchange services to ORION's end-users under Tel USA's applicable end-user tariff at the then current charges for the services being provided. In this circumstance, otherwise applicable service establishment charges will not apply to ORION's end-user, but will be assessed to ORION.

5. Unlawful Use of Service.

Services, facilities or unbundled elements provided by Tel USA pursuant to this Agreement shall not be used by ORION or its end-users for any purpose in violation of law. ORION, and not Tel USA, shall be responsible to ensure that ORION and its end-users use of services, facilities or unbundled elements provided hereunder comply at all times with all applicable laws. Tel USA may refuse to furnish service to ORION or disconnect particular services, facilities or unbundled elements provided under this Agreement to ORION or, as appropriate, ORION's end-user when (i) an order is issued by a court of competent jurisdiction finding that probable cause exists to believe that the use made or to be made of

the service, facilities or unbundled elements is prohibited by law or (ii) Tel USA is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by Tel USA is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law. Termination of service shall take place after reasonable notice is provided to ORION, or as ordered by the court. If facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to Tel USA the written finding of a court, then upon request of ORION and agreement to pay restoral of service charges and other applicable service charges, Tel USA shall promptly restore such service.

6. Timing of Messages.

With respect to Tel USA resold measured rate local service(s), chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the network. Timing of messages applicable to Tel USA's Port and Local Switching element (usage sensitive services) will be recorded based on originating and terminating access.

7. Procedures For Preordering, Ordering, Provisioning, Etc.

Certain procedures for preordering, ordering, provisioning, maintenance and billing for many of these functions are governed by the Tel USA Guide. In accordance with Article III, Section 7, Tel USA will not process resale or unbundled network element orders until the ORION Profile has been completed and returned; and, if required, an advanced deposit paid. The Parties agree that they will use a manual service order process throughout the term of the contract and that there will be no charge for such service.

8. Letter of Authorization.

- 8.1 Tel USA will not release the Customer Service Record (CSR) containing Customer Proprietary Network Information (CPNI) to ORION on Tel USA end-user customer accounts unless ORION first provides to Tel USA a written Letter of Authorization (LOA). Such LOA may be a blanket LOA or other form agreed upon between Tel USA and ORION authorizing the release of such information to ORION or if state or federal law provides otherwise, in accordance with such law.
- 8.2 An (LOA) will be required before Tel USA will process an order for Services provided in cases in which the subscriber currently receives Exchange Service from Tel USA or from a local service provider other than ORION. Such LOA may be a blanket LOA or such other form as agreed upon between Tel USA and ORION.

9. Customer Contacts.

Except as otherwise provided in this Agreement or as agreed to in a separate writing by ORION, ORION shall provide the exclusive interface with ORION's end-user customers in connection with the marketing or offering of ORION services. Except as otherwise provided in this Agreement, in those instances in which Tel USA personnel are required pursuant to this Agreement to interface directly with ORION's end-users, such personnel shall not identify themselves as representing Tel USA. All forms, business cards or other business materials furnished by Tel USA to ORION end-users shall be generic in nature. In no event shall Tel USA personnel acting on behalf of ORION pursuant to this Agreement provide information to ORION end-users about Tel USA products or services unless otherwise authorized by ORION.

ARTICLE V

INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services.

This Article governs the provision of internetwork facilities (i.e., physical interconnection services and facilities), Meet-Point Billing (MPB) by Tel USA to ORION or by ORION to Tel USA and the transport and termination and billing of Local, EAS, ECC, IntraLATA Toll, optional EAS traffic and jointly provided Interexchange Carrier (IXC) access between Tel USA and ORION. The services and facilities described in this Article shall be referred to in this Article V as the "Services."

1.1.1 New Service Requests - ORION initiates orders for trunk-side interconnection services by sending an ASR to Tel USA. The ordering process is described in the Tel USA Guide. The ASR will be reviewed by Tel USA for validation and correction of errors. Errors will be referred back to ORION. ORION then will correct any errors that Tel USA has identified and resubmit the request to Tel USA through a supplemental ASR.

2. Billing and Rates.

2.1 Service Ordering, Service Provisioning, and Billing.

ORION will order services for interim number portability, directly from Tel USA via United States Mail or facsimile. The following describes generally the processes Tel USA will use for ordering, provisioning and billing for interconnection facilities and services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the Tel USA Guide.

2.2 Rates and Charges.

Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to this Agreement. Tel USA's rates and charges are set forth in Appendix A attached to this Agreement and made a part hereof. ORION's separate rates and charges are also set forth in Appendix A attached hereto and made a part hereof.

2.3 Billing.

Provider shall render to Customer a bill for interconnection services on a current basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. ORION is required to order trunks pursuant to Section 4.3.3 of this Article.

2.4 Billing Specifications.

The Parties agree that billing requirements and outputs will be consistent with the Telcordia Technologies Billing Output Specifications (BOS).

2.4.1 Usage Measurement: Usage measurement for calls shall begin when Answer Supervision or equivalent Signaling System 7 (SS7) message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

- 2.4.2 Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes for each interconnection. MOU shall be collected and measured in minutes, and seconds.

3. Transport and Termination of Traffic.

3.1 Traffic to be Exchanged.

The Parties shall reciprocally terminate Local, EAS, ECC, IntraLATA Toll, optional EAS and jointly provided IXC traffic (or other traffic the Parties agree to exchange) originating on each other's networks utilizing either Direct or Indirect Network Interconnections as provided in Section 4 or Section 5 herein. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with third party LECs, CLECs and Wireless Service Providers pursuant to the compensation arrangement specified in Section 3.3 herein. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation For Exchange Of Traffic.

3.2.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end-user customers in accordance with Section 3.2.2 of this Article. The Parties agree to the initial state level exempt factor representative of the share of traffic exempt from local compensation. This initial exempt factor is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Once the traffic that is exempt from local compensation can be measured, the actual exempt traffic will be used rather than the above factor. Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

3.2.2 Bill-and-Keep. The Parties shall assume that Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may request that a traffic study be performed no more frequently than once a quarter. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic, either Party may notify the other that mutual compensation will commence pursuant to the rates set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed. Nothing in this Section 3.2.2 shall be interpreted to (i) change compensation set forth in this Agreement for traffic or services other than Local Traffic, including but not limited to internetwork facilities, access traffic or wireless traffic, or (ii) allow either Party to aggregate traffic other than Local Traffic for the purpose of compensation under the Bill-and-Keep Arrangement described in this Section 3.2.2, except as set forth in Section 3.1 above.

3.2.3 Compensation for Terminating Access Charges on Calls to Ported Numbers. The Parties agree that a meet point billing arrangement will be used to bill for terminating switched access charges associated with calls terminated to a ported number. Each Party will bill the IXCs applicable switched access rate elements for functions provided over each respective Party's facilities. The Parties will follow any industry standards established for call record exchanges for meet point billing. Until industry standards

for call record exchanges are established for interim number portability, the Parties agree that switched access termination to a ported number will be billed by the party providing interim number portability and that the party billing the switched access will share the switched access revenue with the other Party. The Party providing interim number portability is entitled to keep the portion of collected access revenue associated with tandem switching, transport, and residual/transport interconnection charge rate elements, as applicable. The party terminating ported calls is entitled to receive the portion of collected access revenue associated with the end office switching rate elements. As part of this revenue sharing arrangement, the Parties agree to compensate each other as specified in Appendix B.

3.2.3.1 As part of the revenue sharing arrangement described in Section 3.2.3 the number of lines per ported number that are subject to compensation will be determined at the time the end user customer's local service is changed from one party to the other. The number of lines per ported number eligible for the shared revenue arrangement described in this section will be limited to the number of lines in service on the date of conversion plus a 10% growth margin. After conversion the number of lines per ported number available for compensation can only be increased by mutual consent of the Parties.

3.2.3.2 As part of the revenue sharing arrangement described in Section 3.2.3 the Parties agree that the compensation rates may change as a result of changes in access rates, traffic volume or for other reasons and agree to renegotiate the rates if a significant event occurs. At a minimum, the Parties agree to reevaluate the rates on an annual basis.

3.2.3.3 The Parties agree that terminating switched access calls ported via interim number portability may appear to the receiving Party to be a local call and that the implementation of reciprocal compensation for terminating local calls may result in overcompensation for ported switched access calls. The Parties agree that no charges shall be applied to the ported switched access calls as part of the local traffic termination. When the access revenue sharing arrangement described in Section 3.2.3 is in effect, the Parties agree to renegotiate the terminating shared access compensation rates if reciprocal compensation for local calls is implemented.

3.2.3.4 As part of the revenue sharing arrangement described in Section 3.2.3 the Party receiving the payments on a per line per month basis agrees to provide the following information on its invoice: Name of the end user accounts, the ported telephone numbers, the telephone numbers assigned to the lines in its switch, the INP methods used, class of service, and dates of initial installation and disconnects.

3.2.3.5 Upon implementation of permanent local number portability, the Parties agree to transition all interim number portability customers and their services to permanent local number portability methods within a mutually agreed upon time frame and discontinue use of further interim methods of number portability.

3.3 Tandem Switching Traffic.

The Parties will provide tandem switching for traffic between the Parties' end offices subtending each other's access tandem, as well as for traffic between either Party's end-users and any third party which is interconnected to the other Party's access tandems as follows:

- 3.3.1 The originating Party will compensate the tandem Party for each minute of originated tandem switched traffic which terminates to third party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for this charge is the tandem transiting charge identified in Appendix A.
- 3.3.2 The originating Party also assumes responsibility for compensation to the company which terminates the call.
- 3.3.3 The Parties agree to enter into their own agreements with third-party providers. In the event that ORION sends traffic through Tel USA's network to a third-party provider with whom ORION does not have a traffic interexchange agreement, then ORION agrees to indemnify Tel USA for any termination charges rendered by a third-party provider for such traffic.

3.4 Inter-Tandem Switching.

The Parties will only use inter-tandem switching for the transport and termination of intraLATA toll traffic originating on each other's network at and after such time as either ORION has agreed to and fully implemented an existing intraLATA toll compensation mechanism such as IntraLATA Terminating Access Compensation (ITAC) or a functional equivalent thereof. The Parties will only use inter-tandem switching for the transport and termination of Local Traffic originating on each other's network at and after such time as the Parties have agreed to and fully implemented generally accepted industry signaling standards and Automated Message Accounting (AMA) record standards which shall support the recognition of multiple tandem switching events.

4. Direct Network Interconnection.

4.1 Network Interconnection Architecture.

ORION may interconnect with Tel USA on its network at any of the minimum Currently Available points required by the FCC. Interconnection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree following a Bona Fide Request (BFR) to directly interconnect their respective networks, interconnection will be as specified in the following subsections. Based on the configuration, the installation time line will vary considerably, however, Tel USA will work with ORION in all circumstances to install IP's within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

- 4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested.
 - (a) A Mid-Span Fiber Meet within an existing Tel USA exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location. The IP is the demarcation between ownership of the fiber transmission facility. Each party is individually responsible for its incurred costs in establishing this arrangement.
 - (b) A virtual or physical Expanded Interconnection Service (EIS) arrangement at a Tel USA Wire Center subject to the rates, terms, and conditions contained in Tel USA's applicable tariffs.
 - (c) A special access and/or CLEC Dedicated Transport arrangement terminating at a Tel USA Wire Center subject to the rates, terms, and conditions

contained in Tel USA's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

4.1.2 Virtual and physical arrangements are governed by appropriate Tel USA tariffs, except as provided in Article IX, Section 0.

4.1.3 The Parties will mutually designate at least one IP on Tel USA's network within each Tel USA local calling area for the routing of Local Traffic.

4.2 Compensation.

The Parties agree to the following compensation for internetwork facilities, depending on facility type. Only Local Traffic and IntraLATA Toll Traffic will be used for calculation of this compensation.

4.2.1 Mid-Span Fiber Meet: Tel USA will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the IP and Tel USA's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by Tel USA. The initial proportionate share factor for facilities is set forth in Appendix A. This factor will be updated quarterly in like manner or as the Parties otherwise agree. ORION will charge flat rated transport to Tel USA for ORION facilities used by Tel USA at tariffed rates or as mutually agreed. ORION will apply charges based on the lesser of; (i) the airline mileage from the IP to the ORION switch; or (ii) the airline mileage from the Tel USA switch to the serving area boundary.

4.2.2 Collocation: Tel USA will charge Virtual or Physical rates from the applicable Tel USA tariff. ORION will charge Tel USA flat rated transport at tariffed rates or as mutually agreed, to reflect the proportionate share of the facility that is used for transport of traffic originated by Tel USA. ORION will apply charges based on the lesser of (i) the airline mileage from the IP to the ORION switch; or (ii) two (2) times the airline mileage from the Tel USA switch to the serving area boundary.

4.2.3 Special Access and/or CLEC Dedicated Transport: Tel USA will charge special access and/or switched access rates from the applicable Tel USA intrastate access tariff. Charges will be reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by Tel USA. The Parties will negotiate an initial factor representative of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.

4.3 Trunking Requirements.

In accordance with Article III, Section 11, it will be necessary for the Parties to have met and agreed on trunking availability and requirements in order for the Parties to begin exchange of traffic.

4.3.1. The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, and 911 routing switches. The Parties will mutually agree where one-way or two-way trunking will be available. The Parties may use two-way trunks for delivery of Local Traffic or either Party may elect to provision its own one-way trunks for delivery of Local Traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will be responsible for its own expenses associated with the trunks.

- 4.3.2. ORION shall make available to Tel USA trunks over which Tel USA shall terminate to end-users of ORION-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end-users of Tel USA-provided Exchange Service.
- 4.3.3. ORION and Tel USA shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. ORION and Tel USA will support the provisioning of trunk groups that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. Tel USA requires separate trunk groups from ORION to originate and terminate interLATA calls and to provide Switched Access Service to IXC's. To the extent ORION desires to have any IXC's originate or terminate switched access traffic to or from ORION, using jointly provided switched access facilities routed through a Tel USA access tandem, it is the responsibility of ORION to arrange for such IXC to issue an ASR to Tel USA to direct Tel USA to route the traffic. If Tel USA does not receive an ASR from the IXC, Tel USA will initially route the switched access traffic between the IXC and ORION. If the IXC subsequently indicates that it does not want the traffic routed to or from ORION, Tel USA will not route the traffic.
- 4.3.3.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.
- 4.3.3.2 Each Party shall only deliver traffic over the local interconnection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.
- 4.3.3.3 Neither party shall route Switched Access Service traffic over local interconnection trunks or Local Traffic over Switched Access Service trunks.
- 4.3.4. End-Office Trunking. The Parties will work together to establish high usage end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a ORION end office and a Tel USA end office.
- 4.3.5. ORION and Tel USA will reciprocally provide Percent Local Usage (PLU) factors to each other on a semi-annual basis to identify the proper percent of Local Traffic carried on local interconnection trunks. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The parties agree to the initial PLU factor as set forth in Appendix A.
- 4.3.6. Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET)) where technically available) and shall be jointly-engineered to the appropriate industry grade of service standard B.01 or B.005.
- 4.3.7. ORION and Tel USA agree to use diligent efforts to develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate industry grades of service standard B.01 or B.005. Such plan shall also include mutually agreed upon default standards for the configuration of all segregated trunk groups.
- 4.3.8. SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.

- 4.3.9. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.
- 4.3.10. The Parties will support intercompany 64 kbps clear channel where available.
- 4.3.11. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

4.4 Trunk Forecasting.

- 4.4.1 The Parties will develop joint forecasting of trunk groups in accordance with Article III, Section 11. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts will include:
 - 4.4.1.1 Yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and the use of (i) CLCI-MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.
- 4.4.2 Description of major network projects that affect the other Party will be provided with the annual forecasts provided pursuant to Section 4.4.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 4.4.3 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

4.5 Trunk Facility Under Utilization.

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the appropriate grade of service standard (B.01 or B.005) or the Joint Interconnection Grooming Plan referenced in Section 4.3.7. When a condition of excess capacity is identified, Tel USA will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with the customer for possible network efficiency adjustment.

4.6 Network Redesigns Initiated by Tel USA.

Tel USA will not charge ORION when Tel USA initiates its own network redesigns/reconfigurations.

4.7 Interconnection Calling and Called Scopes for the Access Tandem Interconnection and the End Office Interconnection.

- 4.7.1 Tel USA Access Tandem Interconnection calling scope (originating and terminating) is to those Tel USA end offices which subtend the Tel USA access tandem to which the connection is made except as provided for in Section 3.3 of this Article V.
- 4.7.2 Tel USA End Office Interconnection calling scope (originating and terminating) is only to the end office and its remotes within a Tel USA exchange or to another Tel USA exchange to which the connection is made.

5. Indirect Network Interconnection.

Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office. In addition, neither Party shall deliver traffic destined to terminate at an end office subtending the other Party's access tandem via another LEC's access tandem until such time as compensation arrangements have been established in accordance with this Article V, Sections 3.1 and 3.4.

6. Number Resources.

6.1 Number Assignment.

Nothing in this Agreement shall be construed to, in any manner, limit or otherwise adversely impact ORION's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by ORION shall be made directly to the NANP Number Plan Administrator. The Parties agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. ORION shall not request number resources to be assigned to any Tel USA switching entity.

6.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes. Each Party is responsible for administering NXX codes assigned to it.

6.2 Rate Centers.

For purposes of compensation between the Parties and the ability of the Parties to appropriately apply their toll rates to their end-user customers, ORION shall adopt the Rate Center areas and Rate Center points that the Commission has approved for the ILECs and shall assign whole NPA-NXX codes to each Rate Center.

6.3 Routing Points.

ORION will also designate a Routing Point for each assigned NXX code. ORION may designate one location within each Rate Center as a Routing Point for the NPA-NXX associated with that Rate Center; alternatively ORION may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by ORION within an existing Tel USA exchange area and LATA.

6.4 Code Administration.

The Parties will comply with code administration requirements as prescribed by the FCC, the Commission, and accepted industry guidelines.

6.5 Programming Switches.

It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

7. Number Portability (NP).

7.1 Interim Number Portability (INP).

Each Party shall provide the other Party with service provider number portability as an INP option for the purpose of allowing end-user customers to change service-providing Party without changing their telephone number. The Parties shall provide service provider number portability to each other using remote call forwarding ("RCF") and/or direct inward dialing (DID). The requesting Party will provide "forward to" telephone number that is within the same Wire Center.

The Tel USA rates for INP service using RCF are set out in Appendix B attached to this Agreement and made a part hereof. ORION shall provide INP to Tel USA at the rates specified for ORION in Appendix B.

If a Party wishes to use Direct Inward Dialing (DID) to provide INP to its end-users, dedicated trunk group is required between the Tel USA end office where the DID numbers are served into the CLEC switch. If there are no existing facilities between Tel USA and the CLEC, the dedicated facilities and transport trunks will be provisioned as switched access or unbundled service using the ASR provisioning process. The requesting Party will reroute the DID numbers to the pre-positioned trunk group using a Local Service Request (LSR). CLEC may purchase DID trunk service from Tel USA's tariff.

7.2 Local Number Portability (LNP).

7.2.1 The Parties agree that they shall develop and deploy number portability in accordance with the Act, such binding FCC and state mandates, and industry standards, as may be applicable.

7.2.2 The Parties agree that all INP accounts will be converted to LNP within a reasonable period of time after the conversion of a switch to commercially available LNP, and that a reasonable period of time is 90 days or as otherwise negotiated.

7.2.3 New requests for INP will not be allowed in a switch once LNP has been deployed in that switch.

8. Meet-Point Billing (MPB).

8.1 Meet-Point Arrangements.

8.1.1 The Parties may mutually establish MPB arrangements in order to provide Switched Access Services to Access Service customers via a Tel USA access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein and as described in Section 3.2.3 for Interim Portability.

8.1.2 Except in instances of capacity limitations, Tel USA shall permit and enable ORION to sub-tend the Tel USA access tandem(s) nearest to the ORION Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, ORION shall be allowed to subtend the next-nearest Tel USA access tandem in which sufficient capacity is available.

8.1.3 Interconnection for the MPB arrangement shall occur at the IP.

8.1.4 Common Channel Signaling shall be utilized in conjunction with MPB arrangements to the extent such signaling is resident in the Tel USA access tandem switch.

- 8.1.5 ORION and Tel USA will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 8.1.6 As detailed in the MECAB document, ORION and Tel USA will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by ORION and Tel USA via the meet-point arrangement. Information shall be exchanged in Exchange Message Record (EMR) format, on magnetic tape or via a mutually acceptable Electronic File Transfer protocol.
- 8.1.7 ORION and Tel USA shall work cooperatively to coordinate rendering of Meet-Point bills to customers, and shall reciprocally provide each other usage data and related information at the appropriate charge.

8.2 Compensation.

- 8.2.1 Initially, billing to Access Service customers for the Switched Access Services jointly provided by ORION and Tel USA via the MPB arrangement shall be according to the multiple-bill/multiple-tariff method as described in the MECAB guidelines. This means each Party will bill the portion of service it provided at the appropriate tariff, or price list.
- 8.2.2 Subsequently, ORION and Tel USA may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by ORION and Tel USA via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method, or to continue the multiple-bill method. Should either Party prefer to change among these billing methods, that Party shall notify the other Party of such a request in writing, ninety (90) Business Days in advance of the date on which such change is desired to be implemented. Such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.

9. Common Channel Signaling.

9.1 Service Description.

The Parties will provide Common Channel Signaling (CCS) to one another via Signaling System 7 (SS7) network interconnection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7 messages for local and intraLATA call set-up signaling, including ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

9.2 Signaling Parameters.

All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing or billing. Tel USA will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).

9.3 Privacy Indicators.

Each Party will honor all privacy indicators as required under applicable law.

9.4 Connection Through Signal Transfer Point (STP).

ORION must interconnect with the Tel USA STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Such interconnection shall be negotiated and contracted with Tel USA Service Group, LLC.

9.5 Third Party Signaling Providers.

ORION may choose a third party SS7 signaling provider to transport messages to and from the Tel USA SS7 network. In that event, that third party provider must present a letter of agency to Tel USA, prior to the testing of the interconnection, authorizing the third party to act on behalf of ORION in transporting SS7 messages to and from Tel USA.

9.6 Multi-Frequency Signaling.

In the case where CCS is not available, in band Multi-Frequency (MF), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

10. Network Management Controls.

Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end-users. Each Party shall maintain the capability of respectively implementing basic protective controls such as "Cancel To" and "Call Gap."

ARTICLE VI
RESALE OF SERVICES

1. General.

The purpose of this Article VI is to define the Exchange Services and other Services (collectively referred to for purposes of this Article VI as the "Services") that may be purchased from Tel USA and resold by ORION and the terms and conditions applicable to such resold Services. Except as specifically provided otherwise in this Agreement, provisioning of Exchange Services for resale will be governed by the Tel USA Guide. Tel USA will make available to ORION for resale any Telecommunications Service that Tel USA currently offers, or may offer hereafter, on a retail basis to subscribers that are not telecommunications carriers, except as qualified by Section 2.1 below.

2. Terms and Conditions.

2.1 Restrictions on Resale.

The following restrictions shall apply to the resale of retail services by ORION.

2.1.1 ORION shall not resell to one class of customers a service that is offered by Tel USA only to another class of customers in accordance with state requirements (e.g., R-1 to B-1, disabled services or lifeline services to non-qualifying customers).

2.1.2 ORION shall not resell lifeline services and services for the disabled.

2.1.3 ORION shall not resell promotional offerings of 90 days or less in duration. These promotional offerings are not available to ORION for resale. Tel USA will apply any applicable resale discount to the ordinary rate for a retail service rather than the special promotional rate.

2.2 Restrictions on Discount of Retail Services.

The discount specified in Section 0 herein shall apply to all retail services except for the following:

2.2.1 ORION may resell services that are provided at a volume discount in accordance with terms and conditions of applicable tariff. ORION shall not aggregate end-user lines and/or traffic in order to qualify for volume discount.

2.2.2 ORION may resell ICB/Contract services without a discount and only to end-user customers that already have such services.

2.2.3 ORION may resell COCOT coin or coinless line; however, no discount applies.

2.2.4 ORION may resell special access; however, no discount applies.

2.3 Resale to Other Carriers.

Services available for resale may not be used by ORION to provide access to the local network as an alternative to tariffed switched and special access by other carriers, including, but not limited to; interexchange carriers, wireless carriers, competitive access providers, or other retail telecommunications providers.

3. Ordering and Billing.

3.1 Service Ordering, Service Provisioning, and Billing.

ORION will order services for resale directly from Tel USA through United States Mail or facsimile. The following describes generally the processes Tel USA will use for ordering, provisioning and billing for resold services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the Tel USA Guide.

3.2 Local Service Request.

Orders for resale of services will be placed utilizing standard LSR forms. Tel USA will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the Guide) must be provided by ORION before a request can be processed.

3.2.1 Tel USA will accept orders for As-Is Transfer (AIT) of services from Tel USA to ORION where Tel USA is the end-user's current local exchange company. Tel USA will provide service detail of all AIT orders on its monthly invoicing to ORION.

3.3 Certificate of Operating Authority.

When ordering, ORION must represent and warrant to Tel USA that it is a certified provider of local dial-tone service. ORION will provide a copy of its Certificate of Operating Authority or other evidence of its status to Tel USA upon request.

3.4 Nonrecurring Charges.

ORION shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to resold Services (e.g., installation, changes, ordering charges) as listed in Appendix C. In addition, NRCs for Field Service work (Installation/Repair requiring on site visits will be charged from the appropriate tariff. No discount applies to nonrecurring charges.

3.5 Transfers Between ORION and Another Reseller of Tel USA Services.

When ORION has obtained an end-user customer from another reseller of Tel USA services, ORION will inform Tel USA of the transfer by submitting standard LSR forms to Tel USA.

Tel USA cannot accept an order for AIT of service from one CLEC reselling Tel USA services to another reseller of Tel USA services.

3.6 Measured Local Calling Detail.

Except for those Services and in those areas where measured rate local service is available to end-users, monthly billing to ORION does not include measured local calling detail. However, ORION may request and Tel USA shall consider developing the capabilities to provide local calling detail in those areas where measured local service is not available for a mutually agreeable charge.

3.7 Originating Line Number Screening (OLNS).

Upon request, Tel USA will update the database to provide OLNS which indicates to an operator the acceptable billing methods for calls originating from the calling number (e.g., penal institutions, COCOTS).

4. Maintenance.

4.1 Maintenance, Testing and Repair.

Tel USA will provide repair and maintenance services to ORION and its end-user customers for resold services in accordance with the same standards and charges used for such services provided to Tel USA end-user customers and will comply with Commission Standards. Tel USA will not initiate a maintenance call or take action in response to a trouble report from an ORION end-user until such time as trouble is reported to Tel USA by ORION. ORION must provide to Tel USA all end-user information necessary for the installation, repair and servicing of any facilities used for resold services according to the procedures described in the Guide.

5. Services Available for Resale.

5.1 Description of Local Exchange Services Available for Resale.

Resold basic Exchange Service includes, but is not limited to, the following elements:

- (a) Voice Grade Local Exchange Access Line - includes a telephone number and dial tone.
- (b) Measured Local, EAS and ECC Calling - at local usage measured rates if applicable to the end-user customer.
- (c) Access to long distance carriers
- (d) E-911 Emergency Dialing
- (e) Access to Service Access Codes - e.g., 800, 888, 900
- (f) End-user Private Line Services
- (g) Listing of telephone number in appropriate "white pages" directory; and
- (h) Copy of "White Pages" and "Yellow Pages" directories for the appropriate Tel USA service area

5.2 Other Services Available for Resale.

Tel USA will provide resold services at retail less the discount as defined in Article VI, Section 0. Subject to the limitations enumerated in Article VI of this Agreement, the type of resold services made available to ORION are those telecommunication services described in Tel USA's retail tariffs, as amended from time to time. Any new retail services that Tel USA offers in such tariffs to customers who are not telecommunications carriers may also be available to ORION for resale under the same terms and conditions contained in this Agreement.

- 5.2.1 Promotional Services. Tel USA shall make available for resale, those promotional offerings that are greater than 90 days in duration and the special promotional rate will be subject to the applicable resale discount.

5.3 Rates.

The prices charged to ORION for Local Exchange Services shall be calculated as follows:

- 5.3.1 A Discount as shown in Appendix C shall apply to all retail services except those services listed in Section 2.2

5.3.2 The discount dollar amount calculated under Section 5.3.1 above will be deducted from the retail rate.

5.3.3 The resulting rate is the resale rate.

5.4 Grandfathered Services.

Services identified in Tel USA Tariffs as grandfathered in any manner are available for resale only to end-user customers that already have such grandfathered service. An existing end-user customer may not move a grandfathered service to a new service location. Grandfathered Services are subject to a resale discount.

5.5 Access.

Tel USA retains all revenue due from other carriers for access to Tel USA facilities, including both switched and special access charges.

ARTICLE VII
UNBUNDLED NETWORK ELEMENTS

1. General.

The purpose of this Article VII is to define the UNEs that may be leased by ORION from Tel USA. Unless otherwise specified in this Agreement, provisioning of unbundled network arrangements will be governed by the Tel USA Guide.

On January 25, 1999, the Supreme Court of the United States issued its decision in AT&T v. Iowa Utilities Board, 119 S. CT. 721 (1999). Among other things, the Court vacated the FCC's list of unbundled network elements (UNEs) set forth in Rule 51.319, holding that the FCC failed to apply the Act's "necessary" or "impair" standard in creating its list. On November 5, 1999, the FCC issued an order establishing a new Rule 51.319 that reflects a new list of UNEs (the "UNE Remand Order"). On December 9, 1999, the FCC released a separate order that adds the high frequency portion of the local loop, or "line sharing," to this list (the "Line Sharing Order"). With the exception of dark fiber loops, subloops, inside wire, packet switching, dark fiber transport, access to the calling name, 911 and E911 databases, access to loop qualification information and line sharing (collectively, the "additional UNEs"), the UNEs established by the FCC in its new Rule 51.319 pursuant to the UNE Remand and Line Sharing Orders became effective February 17, 2000. With the exception of line sharing, the Additional UNEs became effective May 17, 2000.

Ordering, provisioning, billing and maintenance of UNEs will be governed by the terms of this Agreement and its Appendices. Tel USA will provide UNE offerings pursuant to this Article only to the extent they are currently available in Tel USA's network. Tel USA will not construct new facilities to offer any UNE or combination of UNEs.

Notwithstanding anything to the contrary in this Article, Tel USA does not waive, and hereby expressly reserves, its rights: (a) to challenge the legality of Rule 51.319, the UNE Remand and Line Sharing Orders and/or any other related FCC orders or rules; (b) to appeal the FCC pricing rules; (c) to assert or continue to assert that certain provisions of the FCC's First, Second, Third and Fourth Report and Order in CC Docket No. 96-98 and other FCC orders or rules are unlawful, illegal and improper; and (d) to take any appropriate action, including, without limitation, requiring retroactive pricing adjustments relating to the offering of UNEs and UNE combinations, based on the outcome of any of the actions or challenges described herein or any other actions.

The UNEs, including combinations of UNEs, hereunder shall only be made available and shall only be used for the provision of Telecommunications Service, as that term is defined by the Act.

2. Unbundled Network Elements.

2.1 Categories.

There are several separate categories of network components that shall be provided as UNEs by Tel USA:

- (a) Network Interface Device (NID)
- (b) Loop Elements
- (c) Transport Elements

(d) Line Sharing

2.2 Prices.

Individual UNEs and prices are identified on Appendix D attached to this Agreement and made a part hereof, or under the appropriate Tel USA tariff as referenced in this Article. Nonrecurring charges relating to unbundled elements are also listed on Appendix D.

2.3 Connection to Unbundled Elements.

ORION may connect to the UNEs listed in Article VII, Section 2.1 that ORION chooses. The UNEs must be Currently Available and connection to them must be technically viable. ORION may combine these UNEs with any facilities that ORION may itself provide subject to the following:

2.3.1 Connection of ORION facilities to unbundled elements shall be achieved via physical collocation arrangements ORION shall maintain at the Wire Center at which the unbundled services are resident.

(a) In circumstances where physical collocation arrangements cannot be accommodated at wire centers where the unbundled services are resident, alternative arrangements shall be negotiated between Tel USA and ORION. All incremental costs associated with the alternative arrangements shall be borne by ORION.

2.3.2 Each unbundled element shall be delivered to ORION's designated terminal block, or equivalent termination point, as a part of the collocation arrangement. Each loop or port element shall be delivered to ORION collocation arrangement over an Expanded Interconnection Service cross-connection applicable to the unbundled elements. Applicable rates for this cross-connection are from Tel USA's FCC Tariff.

2.3.3 ORION shall combine UNEs with its own facilities. Tel USA has no obligation to combine any UNEs for ORION, nor does Tel USA agree to combine any network elements for ORION. ORION may not combine such UNEs to provide solely interexchange service or solely access service to an interexchange carrier.

2.4 Service Quality.

Tel USA shall not be responsible for impacts on service attributes, grades of service, etc., resulting from ORION's specific use of or modification to any UNE.

2.5 Provisioning and Support.

Tel USA agrees to provide UNEs in a timely manner considering the need and volume of requests, pursuant to agreed upon service provisioning intervals. Tel USA shall provide power to such elements on the same basis as Tel USA provides to itself.

3. Ordering and Billing.

3.1 Service Ordering, Service Provisioning, and Billing.

ORION will order services for unbundled loops directly from Tel USA via United States Mail or facsimile. The following describes generally the processes Tel USA will use for ordering, provisioning and billing for UNEs. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the Tel USA Guide.

3.2 Local Service Request.

Orders for unbundled loops will be placed utilizing standard LSR forms. Orders for unbundled dedicated transport will be placed utilizing standard ASR forms. Tel USA will continue to participate in industry forums for developing service order/disconnect order formats and will incorporate appropriate industry standards. Complete and accurate forms (containing the requisite end-user information as described in the Guide) must be provided by ORION before a request can be processed.

3.3 Certificate of Operating Authority.

When ordering unbundled loops, ORION must represent and warrant to Tel USA that it is a certified provider of local dial-tone service. ORION will provide a copy of its Certificate of Operating Authority or other evidence of its status to Tel USA upon request.

3.4 Nonrecurring Charges.

ORION shall be responsible for the payment of all nonrecurring charges (NRCs) applicable to UNEs as listed in Appendix D. In addition, NRCs for Field Service work (Installation/Repair requiring on site visits) will be charged from the appropriate tariff.

3.5 Transfers Between ORION.

When ORION has obtained an end-user customer from another CLEC using Tel USA UNEs, ORION will inform Tel USA of the transfer by submitting standard LSR forms to Tel USA.

4. Network Interface Device.

4.1 Direct Connection.

ORION shall be permitted to connect its own Loop directly to Tel USA's NID in cases in which ORION uses its own facilities to provide local service to an end-user formerly served by Tel USA, as long as such direct connection does not adversely affect Tel USA's network. In order to minimize any such adverse effects, the following procedures shall apply:

- 4.1.1 When connecting its own loop facility directly to Tel USA's NID for a residence or business customer, ORION must make a clean cut on the Tel USA drop wire at the NID so that no bare wire is exposed. ORION shall not remove or disconnect Tel USA's drop wire from the NID or take any other action that might cause Tel USA's drop wire to be left lying on the ground.
- 4.1.2 At multi-tenant customer locations, ORION must remove the jumper wire from the distribution block (i.e. the NID) to the Tel USA cable termination block. If ORION cannot gain access to the cable termination block, ORION must make a clean cut at the closest point to the cable termination block. At ORION's request and discretion, Tel USA will determine the cable pair to be removed at the NID in multi-tenant locations. ORION will compensate Tel USA for the trip charge necessary to identify the cable pair to be removed.
- 4.1.3 Tel USA agrees to offer NID's for lease to ORION but not for sale. ORION may remove Tel USA identification from any NID which it connects to an ORION loop, but ORION may not place its own identification on such NID. Rates for the NID are reflected in Appendix D, along with associated non-recurring charges.
- 4.1.4 Tel USA Loop elements leased by ORION will be required to terminate only on a Tel USA NID. If ORION leasing a Tel USA loop wants an ORION NID, they will also be required to lease a Tel USA NID for the direct loop termination and effect a NID to NID

connection. Rates for the Loop and NID are reflected in Appendix D, along with associated non-recurring charges.

4.2 NID to NID Connection.

Rather than connecting its loop directly to Tel USA's NID, ORION may also elect to install its own NID and effect a NID to NID connection to gain access to the end-user's inside wiring.

4.2.1 If ORION provides its own loop facilities, it may elect to move all inside wire terminated on a Tel USA NID to one provided by ORION. In this instance, a NID to NID connection will not be required. ORION, or the end-user premise owner, can elect to leave the Tel USA disconnected NID in place, or to remove the Tel USA NID from the premise and dispose of it entirely.

4.3 Removal of Cable Pairs.

Removal of existing cable pairs required for ORION to terminate service is the responsibility of ORION.

4.4 Maintenance.

When ORION provides its own loop and connects directly to Tel USA's NID, Tel USA does not have the capability to perform remote maintenance. ORION can perform routine maintenance via its loop and inform Tel USA once the trouble has been isolated to the NID and Tel USA will repair (or replace) the NID, or, at ORION's option, it can make a NID to NID connection, using the Tel USA NID only to gain access to the inside wire at the customer location.

4.5 Collocation Requirement.

When ORION purchases a Tel USA NID as a stand-alone unbundled element, the collocation arrangement described in Article VII, Section 2.3.1 is not required.

5. Loop Elements.

5.1 Service Description.

A "Loop" is an unbundled component of Exchange Service. In general, it is the transmission facility (or channel or group of channels on such facility) which extends from a Main Distribution Frame (MDF) or its equivalent, in a Tel USA end office or Wire Center to and including a demarcation or connector block in/at a subscriber's premises. Traditionally, Loops were provisioned as 2-wire or 4-wire copper pairs running from the end office MDF to the customer premises. However, a loop may be provided via other media, including radio frequencies, as a channel on a high capacity feeder/distribution facility which may, in turn, be distributed from a node location to the subscriber premises via a copper or coaxial drop facility, etc.

5.2 Categories of Loops.

There are six general categories of loops:

5.2.1 "2-Wire Analog Loop" is a voice grade transmission facility that is suitable for transporting analog voice signals between approximately 300-3000 Hz, with loss not to exceed 8.5 db. A 2-wire analog loop may include load coils, bridge taps, etc. This facility may also include carrier derived facility components (i.e. pair gain applications, loop concentrators/multiplexers). This type of unbundled loop is commonly used for local dial tone services. Tel USA does not guarantee data modem speeds on a 2-wire analog loop. In addition, Tel USA does not guarantee CLASS features will perform properly on a 2-wire analog loop provisioned over subscriber analog carrier. Rates for

the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.

- 5.2.2 "4-wire Analog Loop" conforms to the characteristics of a 2-wire voice grade loop and, in addition, can support simultaneous independent transmission in both directions. Tel USA does not guarantee data modem speeds on a 4-wire analog loop. In addition, Tel USA does not guarantee CLASS features will perform properly on a 4-wire analog loop provisioned over subscriber analog carrier. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.
- 5.2.3 "2-Wire Digital Loop" is a transmission facility capable of transporting digital signals up to 160 kbps, with no greater loss than 38 db. end-to-end, measured at 40 kHz without midspan repeaters. Dependent upon loop make-up and length, midspan repeaters may be required, in which case loss will be no greater than 76 db. at 40 kHz (ISDN-BRI). In addition, 2-wire digital loops, dependent on loop make-up, may be configured to support Enhanced Copper Technologies (ECT's), such as ADSL. When utilizing ADSL technology, ORION is responsible for limiting the Power Spectral Density (PSD) of the signal to the levels specified in Clause 6.13 of ANSI T1.413 ADSL Standards. These loops will be provisioned without load coils or bridged taps. A 2-wire digital loop is not available for ECT's where Tel USA has provisioned its local network utilizing Digital Loop Carriers (DLC's). Also, Tel USA does not provide the electronics required for ECT's provisioned via 2-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.
- 5.2.4 "4-Wire Digital Loop" is a transmission facility that is suitable for the transport of digital signals at rates up to 1.544 MBPS. Dependent on loop length, this facility may require midspan repeaters. When a 4-wire digital loop is used by ORION to provision HDSL technology, the insertion loss, measured between 100W termination at 200 kHz. should be less than 34 db. The DC resistance of a single wire pair should not exceed 1100 ohms. These loops will be provisioned without load coils or bridge taps. A 4-wire digital loop is not available for ECT's where Tel USA has provisioned its local network utilizing Digital Line Concentrators (DLC's). Also, Tel USA does not provide the electronics required for ECT's provisioned via 4-wire Digital Loops. Rates for the loop, inclusive of the NID, are reflected in Appendix D along with associated non-recurring charges.
- 5.2.5 "DS-1" loops will support a digital transmission rate of 1.544 Mbps. The DS-1 loop will have no bridge taps or load coils and will employ special line treatment. DS-1 loops will include midspan line repeaters where required, office terminating repeaters, and DSX cross connects. Rates are as reflected in Appendix D, including non-recurring charges.
- 5.2.6 "DS-3" loops will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps. This DS-3 type of loop provides the equivalent of 28 DS-1 channels and shall include the electronics at either end. Rates are as reflected in Appendix D, including non-recurring charges.

5.3 Conditioned Loops

ORION may also require that the analog loops ordered above be conditioned in order for them to provide the end user service. Examples of this type of conditioning are: Type C, Type DA, and Improved C. The price for such conditioning shall be the applicable charge as provided in Appendix D, if available, or from the appropriate Tel USA intrastate special access tariff.

- 5.3.1 Upon ORION request and where available, digital loops may be provisioned in a manner that will allow for the transmission of digital signals required for ISDN and ADSL service without additional conditioning. Additional charges (e.g. Mid-span Repeaters) may apply for these digital loops.

5.4 Loop Testing.

- 5.4.1 Tel USA will not perform routine testing of the unbundled loop for maintenance purposes. ORION will be required to provision a loop testing device either in its central office (switch location), Network Control Center or in its collocation arrangement to test the unbundled loop. Tel USA will perform repair and maintenance once trouble is identified by ORION.
- 5.4.2 All Loop facilities furnished by Tel USA on the premises of ORION's end-users and up to the network interface or functional equivalent are the property of Tel USA. Tel USA must have access to all such facilities for network management purposes. Tel USA employees and agents may enter said premises at any reasonable hour to test and inspect such facilities in connection with such purposes or, upon termination or cancellation of the Loop facility, to remove such facility.
- 5.4.3 Tel USA will provide loop transmission characteristics to ORION end-users which are equal to those provided to Tel USA end-users.
- 5.4.4 If ORION leases loops which are conditioned to transmit digital signals, as a part of that conditioning, Tel USA will test the loop and provide recorded test results to ORION. In maintenance and repair cases, if loop tests are taken, Tel USA will provide any recorded readings to ORION at time the trouble ticket is closed in the same manner as Tel USA provides to itself and its end-users.

5.5 Pair Gain Technologies.

Tel USA shall provide ORION unbundled loops where currently available. Where Tel USA utilizes pair gain technology to provision facilities, including Integrated Digital Loop Carrier (IDLC)¹ or analog carrier, Tel USA may not be able to provision an unbundled loop, in which event an unbundled loop would not be Currently Available. Where Tel USA can provision an unbundled loop using pair gain technology, the capabilities of such unbundled loop may be limited to what Tel USA provisions. If an ordered unbundled loop using pair gain technology does not meet ORION's requirements, Tel USA will, where Currently Available, use alternate facilities to provision the unbundled loop. If alternate facilities are not Currently Available or do not meet ORION requirements, Tel USA will advise ORION that facilities are not available to provision the requested unbundled loop. Tel USA will not be required to construct additional facilities at Tel USA's expense to provide the unbundled loop for ORION. ORION may use the Bona Fide Request (BFR) process specified in Article VII of this Agreement to request Tel USA to construct additional facilities at ORION expense.

- 5.5.1 Tel USA will permit ORION to collocate digital loop carriers and associated equipment in conjunction with collocation arrangements ORION maintains at a Tel USA Wire Center for the purpose of interconnecting to unbundled Loop elements.

¹ See Telcordia Technologies TR-TSY-000008, Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch and TR-TSY-000303, Integrated Digital Loop Carrier (IDLC) Requirements, Objectives and Interface.

5.6 Unbundled Loop Facility Qualification.

If ORION plans to deploy service enhancing technologies (e.g. ADSL, HDSL, ISDN, etc.) over unbundled copper loops that could potentially interfere with other service enhancing technologies that may be deployed within the same cable sheath, ORION is responsible for notifying Tel USA of its intent. Tel USA will determine if there are any existing or planned service enhancing technologies deployed within the same cable sheath that would be interfered with if ORION deployed the proposed technology. If there are existing service enhancing technologies deployed or in the process of being deployed by Tel USA or other CLECs, or if Tel USA has existing near term plans (within 6 months of the date of facility qualification) to deploy such technology, Tel USA will so advise ORION and ORION shall not be permitted to deploy such service enhancing technology. If ORION disagrees with Tel USA's determination, the Parties will jointly review the basis for Tel USA's decision and attempt to mutually resolve the disagreement.

- 5.6.1 If ORION orders an unbundled digital loop, pursuant to Sections 5.2.3 or 5.2.4, and provides the industry standard codes indicating the type of service to be deployed on the unbundled digital loop, that shall constitute notification to Tel USA. Tel USA will perform the loop qualification as part of the ordering process and no additional charges will apply.
- 5.6.2 If ORION orders an unbundled analog loop, pursuant to Sections 5.2.1 and 5.2.2, and plans to deploy service enhancing technologies on the unbundled analog loop, notification must be provided separately and apart from the ordering process. Tel USA will perform the loop qualification, however, additional charges may apply.
- 5.6.3 When ORION fails to notify Tel USA of its plans to deploy service enhancing technology over an unbundled analog voice grade loop or ORION fails to properly order an unbundled digital loop and obtain prior qualification from Tel USA for the facilities, if ORION's deployment of such technology is determined to have caused interference with existing or planned service enhancing technologies deployed by Tel USA or other CLECs in the same cable sheath, Tel USA will notify ORION and ORION will immediately remove such service enhancing technology and shall reimburse Tel USA for all incurred expense related to this interference.

5.7 Unbundled Loop Facility Compatibility.

Provided ORION has notified Tel USA, pursuant to Section 5.5.1 of this Article, of the service enhancing copper cable technology deployed on an unbundled copper loop, Tel USA will not deploy service enhancing copper cable technology within the same cable sheath that will be incompatible with ORION technology.

5.8 Subloops.

- 5.8.1 Tel USA will provide as separate items the loop distribution, loop concentrator and loop feeder on a case-by-case basis pursuant to a BFR as described in Article VII, Section 10.
- 5.8.2 Tel USA will design and construct loop access facilities (including loop feeders and loop concentration/multiplexing systems) in accordance with standard industry practices as reflected in applicable tariffs and/or as agreed to by Tel USA and ORION.
- 5.8.3 Transport for loop concentrators/multiplexers services not supported by embedded technologies will be provided pursuant to applicable tariffs or as individually agreed

upon by Tel USA and ORION. The Parties understand that embedded loop concentrators/multiplexers are not necessarily capable of providing advanced and/or digital services.

- 5.8.4 Tel USA will provide loop transmission characteristics as specified in Section 5.4.3 herein.

6. Port and Local Switching Elements. (not provided)

7. Transport Elements.

7.1 Shared Transport.

Shared Transport (also known as Common Transport) is the physical interoffice facility medium that is used to transport a call between switching offices. A central office switch translates the end-user dialed digits and routes the call over a Shared Transport Trunk Group that rides interoffice transmission facilities. These trunk groups and the associated interoffice transmission facilities are accessible by any end-user (Tel USA end-user or CLEC end-user when CLEC has purchased unbundled local switching), and are referred to as "Shared Transport Facilities". Tel USA will provide Shared Transport for a call originating from an unbundled switch port to the point where the call leaves Tel USA's network IP.

- 7.1.1 Many calls riding shared transport facilities will also be switched by Tel USA's access tandem. This tandem switching function is included as a rate component of Shared Transport, as set forth in Appendix D.
- 7.1.2 When the requesting CLEC purchases unbundled local switching the CLEC is obligated to purchase unbundled Shared Transport. All of the billing elements associated with Shared Transport are billed upon call origination, unless the call involves an interexchange carrier.
- 7.1.3 The rating of Shared Transport is based upon the duration of a voice grade (or DS0) call on Tel USA's network. Shared Transport is comprised of three billing components: (1) Transport Facility per ALM (usage and distance sensitive); (2) Transport Termination (per end, usage sensitive); and (3) Tandem Switching (usage sensitive). Until an industry standard solution is implemented for generating AMA recordings that identify tandem routed local calls, the parties will use a Shared Transport composite rate using the Tandem Switching rate, two (2) terminations, and an assumed Facility miles length of ten (10) miles. This interim methodology will be used in lieu of actual detailed AMA recordings and bill generation.
- 7.1.4 Tel USA is responsible for the sizing of the Shared Transport network. All analysis, engineering, and trunk augmentations to Common Transport Trunk Groups will be the sole responsibility of Tel USA. To ensure that the network is appropriately sized, Tel USA may request traffic forecasts from the CLEC requesting unbundled local switching. These forecasts must be provided to Tel USA on a quarterly basis, with a 12 month outlook.
- 7.1.5 Tel USA provides shared transport between Tel USA end offices or between a Tel USA end office and the IP of a connecting telecommunications company. Shared transport will include tandem switching if Tel USA's standard network configuration includes tandem routing for traffic between these points.

7.2 Dedicated Transport.

Dedicated Transport is an UNE that is purchased for the purpose of transporting Telecommunication Services between designated Serving Wire Centers (SWC) within the same LATA. Dedicated Transport may extend between two Tel USA SWC's (Interoffice Dedicated Transport or IDT) or may extend from the Tel USA SWC to the CLEC premise (CLEC Dedicated Transport or CDT). CDT remains within the exchange boundaries of the SWC, while IDT traverses exchange boundaries. IDT and CDT are further defined in Sections 7.2.1 and 7.2.2 and below.

7.2.1 CLEC Dedicated Transport is the dedicated transport facility connecting the Tel USA Serving Wire Center (SWC) to the requesting CLEC's Customer Designated Location (CDL). The CDL will be the designated location where the CLEC's physical network begins (the CDL cannot be designated at an end-user customer location).

7.2.2 This UNE includes the equipment required to terminate the interoffice facility within requesting CLEC's CDL and within the Tel USA SWC. The product also includes the transport facility between the two locations, but extends no further into Tel USA's network than the CDL's SWC. CLEC Dedicated Transport is a dedicated UNE which has no switching components. CLEC Dedicated Transport can be purchased in bandwidth increments of DSO, DS1, or DS3 at rates outlined in Appendix D.

7.2.3 CLEC Dedicated Transport consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements that are dependent on bandwidth.

7.2.4 Interoffice Dedicated Transport is the Dedicated Transport facility connecting two Tel USA Serving Wire Centers (SWC's). Interoffice Dedicated Transport excludes the facilities between the Serving Wire Center (SWC) and the Customer Designated Location (CDL). Interoffice Dedicated Transport is a dedicated UNE which has no switching components. Interoffice Dedicated Transport can be purchased at the bandwidth levels of DSO, DS1, or DS3 at rates outlined in Appendix D.

7.2.5 The price of the Interoffice Dedicated Transport UNE varies with the bandwidth purchased and consists of a non-recurring charge and monthly recurring (non-usage sensitive) billable elements. The components are Transport Facility per ALM (monthly recurring) and Transport Termination (per end, monthly recurring). ORION may also require that the Dedicated Transport element ordered be conditioned with DS1 Clear Channel Capability. The price for DS1 Clear Channel Capability shall be the applicable charge as provided in Appendix D, if available, or the appropriate Tel USA intrastate special access tariff.

8. Line Sharing.

The line sharing UNE is defined as the frequency range above the voiceband on a copper loop facility that is being used to carry analog circuit-switched voiceband transmissions and service offered is provided in Article X of this agreement.

9. SS7 Transport and Signaling.

(Not available)

10. Bona Fide Request Process.

10.1 Intent.

The BFR process is intended to be used when ORION requests certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFR's.

10.2 Process.

- 10.2.1 A BFR shall be submitted in writing by ORION and shall specifically identify the need to include technical requirements, space requirements and/or other such specifications that clearly define the request such that Tel USA has sufficient information to analyze and prepare a response.
- 10.2.2 ORION may cancel a BFR in writing at any time prior to ORION and Tel USA agreeing to price and availability. Tel USA will then cease analysis of the request.
- 10.2.3 Within five (5) Business Days of its receipt, Tel USA shall acknowledge in writing the receipt of the BFR and identify a single point of contact and any additional information needed to process the request.
- 10.2.4 Except under extraordinary circumstances, within thirty (30) Business Days of its receipt of a BFR, Tel USA shall provide a proposed price and availability date, or it will provide an explanation as to why Tel USA elects not to meet ORION's request. If extraordinary circumstances prevail, Tel USA will inform ORION as soon as it realizes that it cannot meet the thirty (30)-Business Day response due date. ORION and Tel USA will then determine a mutually agreeable date for receipt of the request.
- 10.2.5 Unless ORION agrees otherwise, all proposed prices shall be consistent with the pricing principles of the Act, FCC and/or the Commission. Payments for services purchased under a BFR will be made upon delivery, unless otherwise agreed to by ORION, in accordance with the applicable provisions of the Agreement.
- 10.2.6 Upon affirmative response from Tel USA, ORION will submit in writing its acceptance or rejection of Tel USA's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request Tel USA agrees to meet, the Dispute resolution procedures described in Article III herein may be used by a Party to reach a resolution.

ARTICLE VIII

ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

1. Misdirected Calls.

The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):

- 1.1 To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
- 1.2 For misdirected repair calls, the Parties will provide their respective repair bureau contact number to each other on a reciprocal basis and provide the end-user the correct contact number.
- 1.3 In responding to misdirected calls, neither Party shall make disparaging remarks about each other, nor shall they use these calls as a basis for internal referrals or to solicit end-users or to market services.

2. 911/E-911 Arrangements.

2.1 Description of Service.

ORION will install from each of its central offices a minimum of two (2) dedicated trunks to Tel USA's 911/E-911 selective routers (i.e., 911 tandem offices) that serve the areas in which ORION provides Exchange Services, for the provision of 911/E-911 services and for access to all subtending PSAPs. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface in which all circuits are dedicated to 9-1-1 traffic. Either configuration shall use CAMA type signaling with multi-frequency (MF) tones that will deliver ANI with the voice portion of the call. Tel USA will provide ORION with the appropriate CLLI (Common Language Location Identifier) Codes and specifications of the tandem office serving area or the location of the primary Public Safety Answering Point (PSAP) when there is no 911 routing in that 911 district. If an ORION central office serves end-users in an area served by more than one (1) Tel USA 911/E-911 selective router, ORION will install a minimum of two (2) dedicated trunks in accordance with this Section to each of such 911/E-911 selective routers or primary PSAP.

2.2 Transport.

If ORION desires to obtain transport from Tel USA to the Tel USA 911 selective routers, ORION may purchase such transport from Tel USA at the rates set forth in Appendix E.

2.3 Cooperation and Level of Performance.

The Parties agree to provide access to 911/E-911 in a manner that is transparent to the end-user. The Parties will work together to facilitate the prompt, reliable and efficient interconnection of ORION's systems to the 911/E-911 platforms, with a level of performance that will provide the same grade of service as that which Tel USA provides to its own end-users.

To this end, Tel USA will provide documentation to ORION showing the correlation of its rate centers to its E-911 tandems at rates set forth in Appendix E.

2.4 Basic 911 and E-911 General Requirements.

- 2.4.1 Basic 911 and E-911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911).
- 2.4.2 Where Tel USA has a 911 selective router installed in the network serving the 911 district, Tel USA shall use subscriber data derived from the Automatic Location Identification/Database Management System (ALI/DMS) to selectively route the 911 call to the PSAP responsible for the caller's location.
- 2.4.3 All requirements for E-911 also apply to the use of SS7 as a type of signaling used on the interconnection trunks from the local switch to an end office or a selective router.
- 2.4.4 Basic 911 and E-911 functions provided to ORION shall be at least at parity with the support and services that Tel USA provides to its subscribers for such similar functionality.
- 2.4.5 Basic 911 and E-911 access from Local Switching shall be provided to ORION in accordance with the following:
 - 2.4.5.1 Tel USA and ORION shall conform to all state regulations concerning emergency services.
 - 2.4.5.2 For E-911, both ORION and Tel USA shall use their respective service order processes to update access line subscriber data for transmission to the database management systems. Validation will be done via MSAG comparison listed in Section 2.4.5.5.
 - 2.4.5.3 If legally required by the appropriate jurisdiction, Tel USA shall provide or overflow 911 traffic to be routed to Tel USA operator services or, at ORION's discretion, directly to ORION operator services.
 - 2.4.5.4 Basic 911 and E-911 access from the ORION local switch shall be provided from Tel USA to ORION in accordance with the following:
 - 2.4.5.4.1 If required by ORION and Currently Available, Tel USA shall interconnect direct trunks from the ORION network to the E-911 PSAP, or to the E-911 selective routers as designated by ORION. Such trunks may alternatively be provided by ORION.
 - 2.4.5.4.2 In government jurisdictions where Tel USA has obligations under existing Agreements as the primary provider of the 911 System to the county (i.e., "lead telco"), ORION shall participate in the provision of the 911 System as follows:
 - 2.4.5.4.2.1 Each Party shall be responsible for those portions of the 911 System for which it has control, including any necessary maintenance to each Party's portion of the 911 System.
 - 2.4.5.4.2.2 ORION and Tel USA recognize that the lead telco in a 911 district has the responsibility of maintaining the ALI database for that district. Each company will provide its access line subscriber

records to the database organization of that lead telco. ORION and Tel USA will be responsible for correcting errors when notified by either the 911 district or its customer, and then submitting the corrections to the lead telco. Lead telco database responsibilities are covered in Section 2.4.5.5 of this Article.

2.4.5.4.2.3 ORION shall have the right to verify the accuracy of information regarding ORION customers in the ALI database using methods and procedures mutually agreed to by the Parties. The fee for this service shall be determined based upon the agreed upon solution.

2.4.5.4.3 If a third party is the primary service provider to a 911 district, ORION shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and ORION are totally separate from this Agreement and Tel USA makes no representations on behalf of the third party.

2.4.5.4.4 If ORION or Affiliate is the primary service provider to a 911 district, ORION and Tel USA shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

2.4.5.4.5 Interconnection and database access shall be at rates as set forth in Appendix E.

2.4.5.4.6 Tel USA shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

2.4.5.4.7 In a resale situation, where it may be appropriate for Tel USA to update the ALI database, Tel USA shall update such database with ORION data in an interval no less than is experienced by Tel USA subscribers, or than for other carriers, whichever is faster, at no additional cost.

2.4.5.5 The following are Basic 911 and E-911 Database Requirements:

2.4.5.5.1 The ALI database shall be managed by Tel USA, but is the property of Tel USA and any participating LEC or ORION, which provides their records to Tel USA.

2.4.5.5.2 Copies of the MSAG shall be provided within five (5) Business Days after the date the request is received and provided on diskette or paper copy at the rates set forth in Appendix E.

2.4.5.5.3 ORION shall be solely responsible for providing ORION database records to Tel USA for inclusion in Tel USA's ALI database on a timely basis.

- 2.4.5.5.4 Tel USA and ORION shall arrange for the automated input and periodic updating of the E-911 database information related to ORION end-users. Tel USA shall work cooperatively with ORION to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). Tel USA shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format.
- 2.4.5.5.5 ORION shall assign an E-911 database coordinator charged with the responsibility of forwarding ORION end-user ALI record information to Tel USA or via a third-party entity, charged with the responsibility of ALI record transfer. ORION assumes all responsibility for the accuracy of the data that ORION provides to Tel USA.
- 2.4.5.5.6 Tel USA shall update the database within one (1) Business Day of receiving the data from ORION. If Tel USA detects an error in the ORION provided data, the data shall be returned to ORION within one day from when it was provided to Tel USA. ORION shall respond to requests from Tel USA to make corrections to database record errors by uploading corrected records within one day. Manual entry shall be allowed only in the event that the system is not functioning properly.
- 2.4.5.5.7 Tel USA agrees to treat all data on ORION subscribers provided under this Agreement as strictly confidential and to use data on ORION subscribers only for the purpose of providing E911 services.
- 2.4.5.5.8 Tel USA shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from ORION. The Carrier Code will be used to identify the carrier of record in NP configurations. The NENA Carrier Code for ORION is "ORION"; the NENA Carrier Code for Tel USA is CTLWI."
- 2.4.5.6 Tel USA and ORION will comply with the following requirements for network performance, maintenance and trouble notification.
 - 2.4.5.6.1 Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual trunk level. Monitoring shall be conducted by Tel USA for trunks between the selective router and all associated PSAPs.
 - 2.4.5.6.2 Repair service shall begin immediately upon report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay.
 - 2.4.5.6.3 Tel USA shall notify ORION forty-eight (48) hours in advance of any scheduled testing or maintenance affecting ORION 911 service. Tel USA shall provide notification as soon as possible of any unscheduled outage affecting ORION 911 service.

2.4.5.6.4 All 911 trunks must be capable of transporting Baudot Code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

2.4.5.7 Basic 911 and E-911 Additional Requirements

2.4.5.7.1 ORION and Tel USA shall be responsible for reporting all errors, defects and malfunctions to one another. Tel USA and ORION shall provide each other with a point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts.

2.4.5.7.2 ORION may enter into subcontracts with third parties, including ORION Affiliates, for the performance of any of ORION's duties and obligations stated herein.

2.4.5.7.3 Where Tel USA is the lead telco, Tel USA shall provide ORION with notification of any pending selective router moves within at least ninety (90) days in advance.

2.4.5.7.4 Where Tel USA is the lead telco, Tel USA shall establish a process for the management of Numbering Plan Area (NPA) splits by populating the ALI database with the appropriate new NPA codes.

2.4.5.7.5 Where Tel USA is the lead telco, Tel USA shall provide the ability for ORION to update 911 database with end-user information for lines that have been ported via INP or LNP.

2.4.6 Basic 911 and E-911 Information Exchanges and interfaces. Where Tel USA is the lead telco:

2.4.6.1 Tel USA shall provide ORION access to the ALI Gateway which interfaces to the ALI/DMS database. Tel USA shall provide error reports from the ALI/DMS database to ORION within one (1) day after ORION inputs information into the ALI/DMS database. Alternately, ORION may utilize Tel USA or a third-party entity to enter subscriber information into the database on a demand basis, and validate subscriber information on a demand basis. The rates are set forth in Appendix E.

2.4.6.2 Tel USA and ORION shall arrange for the automated input and periodic updating of the E-911 database information related to ORION end-users. Tel USA shall work cooperatively with ORION to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). Tel USA shall accept electronically transmitted files or magnetic tape that conform to National Emergency Number Association (NENA) Version #2 format.

2.4.6.3 Updates to MSAG. Upon receipt of an error recording a ORION subscriber's address from Tel USA, and where Tel USA is the lead telco, it shall be the responsibility of ORION to ensure that the address of each of its end-users is included in the Master Street Address Guide (MSAG) via information provided on ORION's LSR or via a separate feed established by ORION pursuant to Section 2.4.5.7 of this Article.

- 2.4.6.4 The ALI database shall be managed by Tel USA, but is the property of Tel USA and all participating telephone companies. The interface between the E-911 Switch or Tandem and the ALI/DMS database for ORION subscriber shall meet industry standards.

2.5 Compensation.

- 2.5.1 In situations in which Tel USA is responsible for maintenance of the 911/E-911 database and can be compensated for maintaining ORION's information by the municipality, Tel USA will seek such compensation from the municipality. ORION will compensate Tel USA for such maintenance of the 911/E-911 database only if and to the extent that Tel USA is unable to obtain such compensation from the municipality. Tel USA shall charge ORION a portion of the cost of the shared 911/E-911 selective router as set forth in Appendix E.
- 2.5.2 For states where Tel USA bills and keeps the 9-1-1 surcharges, ORION will bill its access line subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to Tel USA. Payments to Tel USA are due within thirty (30) days of ORION's payment due date from its access line subscribers and will be identified as "9-1-1 Surcharge Payment for the month of (list appropriate month)" as a separate line item in the remittance documentation.
- 2.5.3 For all states where Tel USA bills and remits the 9-1-1 surcharges, less an administrative fee of one to three percent, to the 9-1-1 district, ORION will bill its access line subscribers the 9-1-1 surcharge that is currently in effect and remit that charge to that government agency. Tel USA will have no responsibility in billing or remitting surcharges that apply to ORION's access line subscribers.
- 2.5.4 Should the 9-1-1 surcharge fee change, Tel USA will promptly inform ORION of that change so that ORION may conform to the new rate(s).

2.6 Liability.

Tel USA will not be liable for errors with respect to 911/E-911 services except for its gross negligence as addressed in applicable tariffs.

3. Information Services Traffic.

3.1 Routing.

Each Party shall route traffic for Information Services (i.e., 900-976, Internet, weather lines, sports providers, etc.) which originates on its network to the appropriate Information Service Platform.

3.2 Billing and Collection and Information Service Provider (ISP) Remuneration.

- 3.2.1 In the event Tel USA performs switching of ISP traffic associated with resale for ORION, Tel USA shall provide to ORION the same call detail records that Tel USA records for its own end-users, so as to allow ORION to bill its end-users. Tel USA shall not be responsible or liable to ORION or ISP for Billing and Collection and/or any receivables of Information Service Providers.
- 3.2.2 Notwithstanding and in addition to Article III, Section 28, Tel USA shall be indemnified and held harmless by ORION from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all

expenses of litigation and court cost which may arise as a result of the provisions contained in this Article VIII, Section 0 supra. The indemnity contained in this section shall survive the termination of this Agreement, for whatever reason.

3.2.3 Tel USA agrees to notify ORION in writing within ten (10) Business Days, by registered or certified mail at the address specified in Article III, Section 31, of any claim made against Tel USA on the obligations indemnified against pursuant to this Article VIII, Section 4.

3.2.4 It is understood and agreed that the indemnity provided for in this Article VIII, Section 3 is to be interpreted and enforced so as to provide indemnification of liability to Tel USA to the fullest extent now or hereafter permitted by law.

3.3 900-976 Call Blocking.

Tel USA shall not unilaterally block 900-976 traffic in which Tel USA performs switching associated with resale or UNES. Tel USA will block 900-976 traffic when requested to do so, in writing, by ORION shall be responsible for all costs associated with the 900-976 call blocking request. Tel USA reserves the right to block any and all calls which may harm or damage its network.

3.4 Miscellaneous.

Tel USA reserves the right to provide to any Information Service Provider a list of any and all Telecommunications Providers doing business with Tel USA.

4. Telephone Relay Service.

Local and intraLATA Telephone Relay Service (TRS) enables deaf, hearing-impaired, or speech-impaired TRS users to reach other telephone users. With respect to resold services, ORION's end-users will have access to the state authorized TRS provider to the extent required by the Commission, including any applicable compensation surcharges.

5. Directory Listings and Directory Distribution.

5.1 Directory Listings and Directory Distribution for ORION's Resale Customers.

If ORION wishes to employ Tel USA for provisioning of directory listings and directory distribution services for CLEC's Resale Customers, such services will be provided pursuant to the terms set forth below and at a cost to be agreed upon by Tel USA and ORION. To the extent any aspects of such services are not addressed below, ORION will be required to negotiate a separate agreement for directory listings and directory distribution, except as set forth below, with Tel USA's publication company.

While Tel USA reserves all existing rights to Reseller's listings, Reseller may, at Reseller's option, negotiate a separate agreement for directory listings and directory distribution with Tel USA's publication company.

5.2 Listings.

ORION agrees to supply Tel USA on a regularly scheduled basis, at no charge, and in a mutually agreed upon format (e.g. Ordering and Billing Forum developed), all listings information for ORION's Resale Customers who wish to be listed in any Tel USA published directory for the relevant operating area. Listing information will consist of names, addresses (including city, state and zip code), telephone numbers, and the Resale Customer's desired Yellow Pages classified heading. Nothing in this Agreement shall require Tel USA to publish a directory where it would not otherwise do so.

Listing inclusion in a given directory will be in accordance with Tel USA's solely determined directory configuration, scope, and schedules, and listings will be treated in the same manner as Tel USA's listings.

5.3 Distribution.

Upon directory publication, Tel USA will arrange for the initial distribution of the directory to listed Resale Customers in the directory coverage area.

ORION will supply Tel USA in a timely manner with all required Resale Customers mailing information including non-listed and non-published Resale Customers mailing information, to enable Tel USA to perform its distribution responsibilities.

5.4 Directory Listings and Directory Distribution for ORION's Non-Resale Customers.

ORION will be required to negotiate a separate agreement for directory listings and directory distribution with Tel USA's publication company.

6. Busy Line Verification and Busy Line Verification Interrupt.

Each Party shall establish procedures whereby its operator assistance bureau will coordinate with the operator assistance bureau of the other Party to provide Busy Line Verification (BLV) and Busy Line Verification and Interrupt (BLVI) services on calls between their respective end-users. Each Party shall route BLV and BLVI inquiries over separate inward OS trunks. Each Party's operator assistance bureau will only verify and/or interrupt the call and will not complete the call of the end-user initiating the BLV or BLVI. Each Party shall charge the other for the BLV and BLVI services at the rates contained in the respective tariffs.

7. Master Street Address Guide (SAG).

Tel USA will provide to ORION upon request the Master Street Address Guide at a reasonable charge. Two companion files will be provided with the MSAG which lists all services and features at all end offices, and lists services and features that are available in a specific end office.

8. Dialing Format Changes.

Tel USA will provide reasonable notification to ORION of changes to local dialing format, *i.e.*, 7 to 10 digit, by end office.

ARTICLE IX
COLLOCATION

1. Physical Collocation.

Tel USA will provide collocation for purposes of interconnection or access to UNEs pursuant to the terms and conditions as defined in APPENDIX E. Tel USA shall provide to ORION physical collocation of equipment pursuant to 47 CFR §51.323 necessary for interconnection or for access to UNEs. Tel USA may in some cases deny a particular collocation request entirely if Tel USA demonstrates that physical collocation is not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act. Tel USA will work with ORION to install collocation arrangements of service request within 120 calendar days absent extenuating circumstances.

1.1 Space Planning.

In addition to such provisions for space planning and reservation as may be set forth in APPENDIX E, the parties agree to the following terms and conditions.

1.1.2 Tel USA has the right to reserve space within its central offices for its own use based on a 5-year planning horizon

1.1.3 Tel USA will notify ORION if it plans to build an addition to a central office where ORION has collocated facilities, if such addition would result in a material increase of space available for collocation.

1.1.4 Should ORION submit to Tel USA a two-year forecast for space planning for collocated facilities in a central office, Tel USA will, in good faith, consider and discuss such forecast with ORION when considering space planning or utilization decisions for such central office; provided, however that any final space planning or utilization decision shall be made by Tel USA in its sole discretion in light of Tel USA requirements.

1.1.5 Subject to technical feasibility and space limitations, Tel USA will make available at applicable federal and state tariffs such intraoffice facilities as may be necessary to accommodate projected volumes of ORION traffic.

1.2 Connection to Customer Loops.

Facilities for cross-connection to unbundled loops shall be provided under the applicable Tel USA federal tariff for Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such cross-connection is filed.

1.3 Connection to Other Collocated Carriers.

Subject to technical feasibility and space limitations, ORION may interconnect with other carriers collocated at a Tel USA central office at which ORION has collocated facilities; provided, however, that ORION and such other carriers must be collocated at the Tel USA central office for the primary purpose of interconnecting with Tel USA or accessing Tel USA's UNEs. If ORION wants to interconnect with other carriers collocated at a Tel USA central office, ORION must provide Tel USA with thirty Business Days' prior written notice, during which time Tel USA may elect to provide the facilities necessary to accomplish such interconnection. ORION and the other collocated carriers may provide the necessary interconnection facilities only if Tel USA elects not to provide such facilities or fails to so elect within the thirty-day notice period. If Tel USA elects to provide interconnection facilities under this section, Tel USA will provide this cross connection under the Tel USA federal tariff for

Special Access Cross Connect, until such time as a local tariff applicable to the facilities used for such interconnection facilities is filed.

1.4 Choice of Vendor.

ORION may use the vendor of its choice to install, maintain and repair equipment within ORION's collocated space. Access by the employees, agents or contractors of such vendor shall be subject to the same restrictions on access by employees, agents or contractors of ORION imposed under the applicable Tel USA federal and state tariffs, including but not limited to certification and approval by Tel USA.

1.5 Monitoring.

Subject to technical feasibility and space limitations, ORION may extend its own facilities for remote monitoring of its collocated equipment to its collocated space. ORION may request that Tel USA provide the facilities necessary for such remote monitoring, at which time Tel USA and ORION will negotiate in good faith the price, terms and conditions of remote monitoring by Tel USA.

1.6 Phone Service.

Upon ordering collocated space, ORION may order that its collocation cage be provided with plain old telephone service (POTS) commencing at such time as Tel USA has completed construction of the collocated space. ORION shall pay separately for any ordered POTS service.

1.7 Intraoffice Diversity.

At ORION's request, Tel USA will provide diversity for ingress/egress fiber and power cables where such diversity is available and subject to technical feasibility and space limitations.

1.8 ORION Proprietary Information.

Tel USA will protect all ORION proprietary information to the extent required under non-disclosure agreements existing as of the date Tel USA completes construction of a physical collocation space at ORION's request.

1.9 Notification of Modifications.

Tel USA will notify ORION of modifications to collocation space in accord with the terms of applicable Tel USA state and federal tariffs. Additionally, Tel USA shall notify ORION when major upgrades are made to the power plants supporting ORION's collocation space. The following shall constitute such major upgrades:

- (a) replacement of a rectifier;
- (b) addition or replacement of a new fusing module;
- (c) addition or replacement of a power distribution unit frame; or
- (d) addition or replacement of modular rectifiers.

1.10 Drawings.

When ORION orders collocated space, Tel USA and ORION will hold a Tel USA/Customer meeting in accord with applicable Tel USA state and federal tariffs. At such meeting, Tel USA

will provide such drawings of Tel USA's central office facility as may be necessary to adequately depict ORION's proposed collocation space.

1.11 Construction of Space.

Tel USA will construct ORION's collocation space in accord with the terms and conditions set forth in a pricing authorization agreement to be negotiated. Additionally, ORION agrees to the following terms and conditions regarding construction of collocated space:

- 1.11.1 Space will be constructed in 100 square foot increments, and shall be designed so as to prevent unauthorized access.
- 1.11.2 A standard 100 square foot cage shall have the following standard features:
 - (a) eight-foot high, nine gauge chain link panels;
 - (b) three of the panels listed at (a) above shall measure eight by ten feet, the fourth panel shall measure eight by seven feet;
 - (c) the door to the cage shall measure eight by three feet and shall also consist of nine gauge chain link;
 - (d) the cage shall be provided with one padlock set, with Tel USA retaining one master key;
 - (e) one AC electrical outlet;
 - (f) one charger circuit system;
 - (g) one electrical sub-panel;
 - (h) such additional lighting as may be necessary;
 - (i) one fire detection requirement evaluation;
 - (j) grounding for the cage consistent with COEI.
- 1.11.3 Modifications to the standard configuration set forth in Section 1.11.2 can be made on an individual case basis. If modifications are agreed upon and made by the Parties, Tel USA will work with ORION to implement such additional modifications as may be necessary to ensure that ORION's collocated space is protected from unauthorized access.
- 1.11.4 At such time as construction of ORION's collocation space is approximately 50 percent completed, Tel USA will give ORION notification, and such notification shall include scheduled completion and turnover dates.
- 1.11.5 Upon completion of construction of collocated space, Tel USA will conduct a walk through of the collocated space with ORION. Should ORION note any deviations from the plan agreed upon by Tel USA and ORION at the customer meeting, and if such deviations were not requested by ORION or not required by law, Tel USA shall correct such deviations at its own expense within five (5) Business Days.

1.12 Connection Equipment.

ORION may provision equipment for the connection of ORION termination equipment to Tel USA equipment using either of the following methods:

- 1.12.1 ORION may extend an electrical or optical cable from the terminal within ORION's collocation cage and terminate that cable at Tel USA's network.
- 1.12.2 ORION may install a patch panel within its collocation cage and then hand the cabling to Tel USA to extend to and have Tel USA terminate that cable at Tel USA's network.

1.13 Access to ORION Collocation Space.

The terms and conditions of access to ORION's collocation space shall be as set forth in applicable Tel USA state and federal tariffs. Additionally, Tel USA agrees that the following terms and conditions shall apply to access:

- 1.13.1 Tel USA shall implement adequate measures to control access to collocation cages.
- 1.13.2 Collocation space shall comply with all applicable fire and safety codes.
- 1.13.3 Doors with removable hinges or inadequate strength shall be monitored by an alarm connected to a manned site. All other alarms monitoring ORION collocation space provided by Tel USA shall also be connected to a manned site. ORION may, at its option, provide its own intrusion alarms for its collocated space.
- 1.13.4 Tel USA shall control janitorial access to collocation cages, and restrict such access to approved and certified employees, agents or contractors.
- 1.13.5 Tel USA shall establish procedures for access to collocation cages by Tel USA and non-Tel USA emergency personnel, and shall not allow access by security guards unless such access comports with this section and is otherwise allowed under applicable Tel USA state and federal tariffs.
- 1.13.6 Tel USA shall retain a master key to ORION's collocation space for use only in event of emergency as detailed in applicable Tel USA state and federal tariffs. At ORION's option, the Parties shall review key control procedures no more frequently than once in any twelve-month period. At any time, ORION may elect to change keys if it suspects key control has been lost, provided, however, that Tel USA will be provided with a master key in accord with this section.
- 1.13.7 Not more frequently than once a year, ORION may audit the security and access procedures and equipment applicable to its collocated space and the central office housing the collocation space. Access by personnel necessary to conduct such an audit shall be limited as set forth in applicable Tel USA state and federal tariffs. Should ORION identify deficiencies in security and access procedures and equipment as a result of such audit, the cost, terms and conditions of the correction of such deficiencies shall be negotiated in good faith between the parties.

ARTICLE X
LINE SHARING

1. General.

- 1.1 Description of Service. For purposes of this Agreement, line sharing is access to the high frequency portion of the loop network element, which is defined as the frequency range above the voiceband on a copper loop facility that is being used by Tel USA to carry analog circuit-switched voiceband transmissions. Tel USA shall provide line sharing to ORION on a nondiscriminatory basis for use only in the provision of telecommunications service in accordance with, and subject to, the terms and conditions of this Agreement and Applicable Law.

1 Definitions for Line sharing

- 1.11.1 xDSL: A generic term used to reference Digital Subscriber Line and Digital Subscriber Line equipment, services and technologies.
- 1.11.2 Asymmetric Digital Subscriber Line (ADSL): A transmission technology that uses an existing twisted copper pair local loop from Tel USA's Wire Center to the end-user's premises in order to send high speed digital signals up and down the copper loop, and specifically sending more information one way than the other.
- 1.11.3 G.Lite: Also known as "ADSL Lite", an ADSL technology that eliminates the necessity of a splitter on the end-user premises and also eliminates the need for rewiring of the end-user premises, where ADSLs combine data and analog voice. G.Lite ADSL is application-specific and designed for high-speed Internet access.
- 1.11.4 Rate-Adaptive ADSL: A developmental variation of ADSL that uses advanced ADSL modems capable of sensing the performance of the copper loop and adjusting transmission speed accordingly.
- 1.11.5 Multiple Virtual Lines: A splitter-less DSL modem system that allows voice and high-speed data to operate simultaneously over a single twisted pair copper loop.
- 1.11.6 PSD mask parameters: A Power Spectral Density ("PSD") limitation on the upstream and downstream frequencies of ADSL.
- 1.11.7 T1.413: The American National Standards Institute ("ANSI") standard for ADSL.

- 1.2 Basic Requirements. The following requirements shall serve as conditions to provide line sharing hereunder:

(a) Line sharing will be permitted for any voice compatible xDSL ("DSL") technologies that are presumed acceptable for deployment pursuant to applicable FCC rules and orders, including without limitation Asymmetric Digital Subscriber Line ("ADSL"), G.Lite, Rate-Adaptive ADSL and Multiple Virtual Lines. As additional technologies that may be compatible with existing services on a loop become available, the parties will address their possible deployment, consistent with the requirements of applicable FCC rules and orders. The DSL technology used by ORION will be within the PSD mask parameters set forth in T1.413 or other applicable industry standards.

(b) Tel USA provides retail analog circuit switched voice band service ("Voice Service") on the loop to the same end-user for which ORION provides the DSL line sharing service. If Tel USA discontinues the provision of such Voice Service for any permissible reason not prohibited by Applicable

Law, Tel USA shall provide notice to ORION via U.S. certified mail, E-mail, or facsimile that the Voice Service has been discontinued. The parties shall cooperatively discontinue the end-user's DSL line sharing service within five (5) business days after receipt by ORION of such notice, unless (i) within five (5) business days, ORION notifies Tel USA via U.S. certified mail or facsimile that it desires to continue providing DSL service to the end-user over an unbundled loop without line sharing, and (ii) Tel USA is required by law to provide such unbundled loop, provided that Tel USA reserves its right to assert or continue to maintain its rural exemption status pursuant to Section 251(f) of the Communications Act of 1934, as amended. If ORION does not make an affirmative election during said five (5) business day period, Tel USA shall, to the extent reasonably practical, provide notice of this fact to the affected end-user customer and shall, in any event, disconnect the line sharing DSL service at the expiration of said five (5) business day period.

(c) For existing end-users with line sharing DSL service, Tel USA shall provide no less than five (5) business days notice to ORION via U.S. certified mail or facsimile that it intends to decommission the line shared copper loop. During such five (5) business day period, ORION shall notify Tel USA via U.S. certified mail or facsimile that it desires to: (i) discontinue the end-user's line sharing DSL service; or (ii) continue providing DSL service to the end-user over an unbundled loop without line sharing. If ORION does not make an affirmative election during said five (5) business day period, option (i) shall be implemented.

1.3 Availability. Provided that the requirements of this Agreement are met, line sharing shall be available under the following circumstances:

- (a) The end-user has Voice Service from Tel USA and wishes to add DSL service from ORION.
- (b) The end-user has Voice Service and DSL service from Tel USA and wishes to convert the DSL service to ORION.
- (c) The end-user wishes to establish both new Voice Service from Tel USA and new DSL service from ORION, subject to the requirement that Voice Service must be established prior to the implementation of DSL service.
- (d) The end-user has Voice Service from Tel USA and DSL service from a CLEC other than ORION and wishes to convert the DSL service to ORION.

Line sharing is not available where the end-user has had its Voice Service number ported out to another local service provider either through interim number portability or long-term local number portability. In addition, Tel USA shall not provide line sharing to more than one competitive local exchange carrier per loop.

1.4 Reservation of Rights. Notwithstanding anything to the contrary in this Agreement, the Parties do not waive, and hereby expressly reserve, their rights: (a) to challenge, or to continue to challenge, the legality and/or propriety of, FCC Rule 51.319, the FCC Line Sharing Order (CC Docket No. 96-98 and 98-147; FCC 99-355) and/or any other related FCC orders or rules, including, without limitation, the FCC Collocation Order in CC Docket No. 98-147 (rel. March 31, 1999) which was remanded and vacated in part by the United States Court of Appeals for the District of Columbia Circuit on March 17, 2000 (*See, GTE Service Corporation, et. al. v. Federal Communications Commission and United States of America*, No. 99-1176, consolidated with No. 99-1201, 2000 U.S. App. LEXIS 4111 (D.C. Cir. 2000); (b) to assert or continue to assert that certain provisions of the FCC's First, Second and Third Report and Order in FCC Docket No. 96-98 and other FCC orders or rules are unlawful, illegal and improper; (c) to assert that modifications to this Agreement from a pricing and/or policy standpoint may be necessary to address or account for the use of line sharing for the provision of voice service, including, without limitation, voice over IP or voice over DSL service; (d) to assert or continue to assert any rights or challenges already reserved or existing under the Agreement, including, without limitation, any litigation related to the Agreement; (e) to assert or to continue to assert that the discontinuance of Splitter Option No. 2 is unlawful, illegal, and improper, and (f) to take any appropriate action relating to

the offering of line sharing based on the outcome of any of the actions or challenges described in subparagraphs (a)-(e) above or any other actions. The Parties' consent herein shall not be considered a waiver of any rights granted or clarified by the FCC or the Commission. The Parties enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position the Parties may take on relevant issues before industry forums, state or federal regulatory or legislative bodies, or courts of competent jurisdiction. The provisions of this Section 1.4 shall survive the termination, rescission, modification or expiration of this Agreement without limit as to time.

1.5 Further Assurances. The Parties agree to cooperate in any reasonable arrangement designed to facilitate the development of necessary and appropriate standards and processes for the implementation of line sharing, and to document the same for purposes of this Agreement.

1.6 Customer Education. Tel USA and ORION shall make end-users aware of the following conditions and requirements:

(a) The end-user should call Tel USA for problems related to its Voice Service. The end-user should call its ORION contact for problems related to its DSL service.

(b) The end-user's line shared DSL service is dependent on its Voice Service. If there is a problem with the physical line that causes the Voice Service to be inoperative, the end-user may also be unable to use DSL services for some period of time.

(c) Subject to the requirements of Sections 1.2(b) and (c), end-users will not be able to use ORION line shared DSL services if Tel USA Voice Services on the shared line are cancelled or terminated for any reason.

2. Operations Matters.

2.1 Copper Network. Except as otherwise provided in Section 2.2, Tel USA shall provide line sharing to ORION utilizing an all-copper pair between an end-user customer demarcation location and the main distribution frame in Tel USA's serving wire center that is jumpered and cross-connected to an ORION collocation arrangement located in said serving wire center. At the serving wire center, Tel USA shall connect the line to an ORION tie cable via a Tel USA-provided jumper; provided, however, that ORION must first have obtained said tie cable from Tel USA to connect to ORION's collocation arrangement.

2.2 Fiber-Fed DLC Network. If Tel USA is providing Voice Service to a customer using a Digital Loop Carrier (DLC) system, and that customer wishes to establish DSL line sharing service with ORION, the following provisions shall apply: on a space-available basis, at such time as it becomes technically feasible, and to the extent required by law or regulation, without waiving any rights to challenge any such law or regulation, Tel USA shall (a) on a space-available basis, permit ORION to collocate Digital Subscriber Line Access Multiplexer (DSLAM) equipment in remote terminals for the sole purpose of accessing line sharing; (b) provide line sharing over the all-copper pair from the end-user customer demarcation location to a remote terminal; and (c) if requested by ORION, provide ORION with access to dark fiber between the remote terminal and the central office. Fiber-fed DLC consists of an all-copper pair from the end-user customer demarcation location to a remote terminal (i.e., controlled environmental vault, fiber hut, cabinet or other structure with DSL-capable DLC equipment installed). Fiber fed DLC includes a fiber feeder loop from the central office to the remote terminal.

2.3 Splitter. Tel USA shall own and provide the splitter for ORION's use. Therefore, the splitter shall be located in an area in the serving wire center to which ORION does not have access (e.g., on or as close to the main distribution frame as practical). Said splitter shall be installed in any of the following locations within the central office, at Tel USA's discretion--the main distribution frame, in a relay rack mounted arrangement or intermediate frame arrangement. Pursuant to this arrangement,

ORION shall obtain the splitter functionality on an individual "port-at-a-time" basis. Tel USA shall perform all maintenance and repair work (as detailed further below in Section 2.11). ORION shall receive its DSL traffic via a tie cable obtained from Tel USA, running from the main distribution frame to the splitter and then from the splitter to ORION's collocation arrangement. Tel USA shall provide to ORION loop and splitter functionality that is compatible with any transmission technology that ORION seeks to deploy using the high frequency portion of the loop, provided that such transmission technology is presumed to be deployable pursuant to applicable FCC rules and orders.

2.4 Collocation. Tel USA will revise collocation applications to include requests for information regarding line sharing equipment. ORION will specify its requirements for line sharing on the collocation application for that central office. If ORION's collocation application is accepted, Tel USA will make the office ready for line sharing during the interval applicable to ORION's request for collocation. Tel USA shall complete the installation and provisioning of any tie cable ordered by CLEC in accordance with, and subject to, the terms of collocation set forth in this Agreement and/or applicable Tel USA policies and procedures. Tel USA shall process all ORION applications and firm orders for augmenting its collocation arrangements to use line sharing in accordance with, and subject to, the terms of collocation set forth in this Agreement, applicable Tel USA policies and procedures and/or applicable Tel USA tariffs.

2.5 Transport. Tel USA shall make available to ORION interoffice transport to transport its high frequency traffic between its collocation arrangement in the serving wire center and its point-of-presence, node, or collocation arrangement in a different wire center in accordance with, and subject to, the terms of this Agreement and/or applicable Tel USA tariffs.

2.6 End-User Premises Equipment. ORION must provide the end-user with, and is responsible for the installation of, a modem, splitter, filter(s) and/or other equipment necessary at the end-user premises to receive separate Voice Services and DSL services across the same loop. ORION is also responsible for the installation and maintenance of such equipment. ORION shall determine the necessary customer premises equipment.

2.7 Pre-ordering. During pre-ordering, Tel USA shall provide ORION with nondiscriminatory access to the loop qualification information required by applicable FCC rules and orders.

2.8 Ordering. Prior to placing a Local Service Request (LSR) for Line Sharing, ORION must obtain and provide a proof of authorization from the end user customer. Tel USA shall enable ORION to order line sharing by U. S. Mail, E-Mail or facsimile, or other mutually agreed upon process. ORION will submit the LSR requesting a 2-wire non-loaded unbundled loop.

2.9 Provisioning. Tel USA will work cooperatively with ORION to prioritize the order and timeframe in which Tel USA will complete deployment of POTS splitters and other equipment necessary to provision line sharing in Tel USA's offices where ORION is currently collocated or where collocation is in the process of being provisioned capable of supporting shared lines. After this Article becomes effective, for offices where ORION notifies Tel USA of its intent to deploy line sharing, it must provide a rolling six (6) month forecast of line sharing orders, which is updated every three (3) months. These forecasts will be utilized to assist the Parties in the more efficient provisioning of line sharing, but shall not be binding on either Party. These forecasts will be treated as confidential information pursuant to the Agreement and shall be used by Tel USA solely for wholesale capacity planning purposes. As soon as a central office has a splitter installed, Tel USA will begin accepting orders for lines served by that office. Tel USA will initially provision line sharing within its current standard DSL retail provisioning intervals for unconditioned (five (5) business days) and conditioned loops (fifteen (15) business days). The Parties acknowledge that these intervals shall remain at parity with Tel USA's actual DSL retail provisioning intervals.

2.10 Conditioning. ORION may order conditioning of shared lines, which may involve the removal of bridge taps, filter, extenders and load coils.

2.11 Testing, Repair and Maintenance.

(a) Tel USA shall test the line shared loop to confirm copper continuity and for pair balance prior to completing the installation.

(b) Tel USA is responsible for all testing of facilities and equipment terminated to its main distribution frame and ORION is responsible for all testing of facilities located within its collocation space. Subject to the requirements of paragraph 2.11(d), Tel USA shall, upon reasonable request by ORION, grant ORION reasonable access to the entire shared loop facility for testing, maintenance, and repair.

(c) Tel USA will be responsible for repairing Voice Service and the physical line between the network interface device at the end-user premises and ORION demarcation point in the Wire Center. ORION will be responsible for repairing its DSL services and any end user related DSL component at the end-user premises. Each entity will be responsible for maintaining its own equipment. In response to a trouble ticket opened by ORION, Tel USA shall conduct any necessary repair work for line sharing and shall maintain a mean-time-to-repair interval of twenty-four (24) hours, applied monthly, on a parity basis with Tel USA's actual retail repair intervals. Line Sharing does not require after hour dispatch by Tel USA unless specified by the Commission. Tel USA is responsible for all repair and maintenance of facilities and equipment terminated to its main distribution frame and ORION is responsible for all repair and maintenance of facilities located within its collocation space

(d) Tel USA and ORION agree to coordinate in good faith any testing, repair and maintenance that will significantly impact the line shared service provided by the other party. Tel USA and ORION will work together to diagnose and resolve any troubles reported by the end-user and to develop a permanent process for repair of shared lines. In the interim, Tel USA and ORION will work together to address end-user initiated repair requests and to prevent adverse impacts to the end-user. Where Tel USA has isolated a trouble with the Voice Service to be in ORION provided equipment, Tel USA shall notify ORION and ORION will be required to clear the trouble associated with the Tel USA lifeline voice services. Further, where the trouble is associated with the Tel USA lifeline voice services, it shall be given the highest priority. Where such troubles are not cleared within 3 hours, or if ORION consents before the end of such 3 hour period, Tel USA has the right to strap-through the voice service on the Tel USA main distribution frame, isolating ORION equipment from the Tel USA loop facility. This strap-through arrangement shall be limited in duration to the time necessary to repair the trouble. ORION is responsible for informing Tel USA of any lifeline data services (e.g. heart monitor), which may be being provided over the high frequency portion of the loop, that would preclude any such strap-through activity by Tel USA.

2.12 End-Users with Burglar Alarm Systems. Tel USA shall not be liable for any damages, costs, expenses, etc. which arise in connection with, are caused by or result from line sharing services interference with, or impairment of, the end-user's burglar alarm systems.

2.13 DAML Removal. Upon ORION request, Tel USA shall be required to remove a Digital Added Main Line ("DAML") when the DAML is used to serve a single end-user and that end-user agrees to the removal. ORION shall be obligated to obtain consent from the end-user prior to requesting such DAML removal. Said consent shall evidence that the end-user knowingly and voluntarily agrees to the discontinuation of any and all services associated with the additional lines which shall be terminated as a result of such DAML removal. ORION is only obligated to obtain said consent so long as Tel USA obtains the same consent for its own end-users.

3. Financial Matters.

3.1 Pricing.

Collocation is a prerequisite to line sharing. Carrier must first collocate digital subscriber line access multiplexer (DSLAM) equipment in CenturyTel's central office and order applicable tie cables in connection therewith. The applicable conditions, rates, and charges for satisfying these collocation requirements are contained within the collocation provisions in Article IX of this Agreement and are separate from the line sharing rates and charges proposed herein.

The rates and charges for line sharing services provided pursuant to this Agreement are set forth on APPENDIX D. The parties expressly acknowledge that ongoing proceedings at the FCC, at the Commission, and in federal and/or state court, including without limitation, the United States Supreme Court consolidated case Verizon Communications v. FCC et. al., No. 00-511, may permit or require changes to the rates and charges shown in APPENDIX D, or the pricing methodology used to develop such rates and charges. The parties therefore agree that, notwithstanding anything in this Agreement to the contrary, the rates and charges shown in APPENDIX D are interim only and the parties agree to negotiate changes to these rates in good faith to reflect future changes to the law or regulations governing such rates, charges, and pricing methodology.

ARTICLE XI

ACCESS TO POLES, DUCTS, CONDUITS AND RIGHTS-OF-WAY

To the extent required by the Act, Tel USA and ORION shall each afford to the other access to the poles, ducts, conduits and ROWs it owns or controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's tariffs and/or standard agreements. Accordingly, if Tel USA and ORION desire access to the other Party's poles, ducts, or ROWs, Tel USA and ORION shall execute pole attachment and conduit occupancy agreements. ORION agrees that pole attachment and conduit occupancy agreements must be executed separately before it makes any attachments to Tel USA facilities or uses Tel USA's conduit according to the terms of this Agreement. Unauthorized attachments or unauthorized use of conduit will be a breach of this agreement.

ARTICLE XII
SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement to be effective on March 1, 2001 with subsequent approval by the Commission in accordance with Section 252 of the Act.

Telephone USA of Wisconsin, LLC.

ORION COMPUTERS, INCORPORATED

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

APPENDIX A

RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

(Not Part of this interconnection agreement)

APPENDIX B RATES AND CHARGES FOR INTERIM NUMBER PORTABILITY

(Not part of this interconnection Agreement)

APPENDIX C SERVICES AVAILABLE FOR RESALE

General. The rates for resold services described in Article VI, Section 5.1 are based upon a discount from Tel USA's retail rates as provided in Article VI, Section 5.3 of the Agreement. The discount is based upon Tel USA's most current available cost studies and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine Tel USA's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered Tel USA's costs), or any appeal or other litigation

Discount	18.45%
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Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering

CLEC Account Establishment Per CLEC	\$ 273.09
Customer Record Search	\$ 11.69

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$ 311.98
Engineered Initial Service Order - As Specified	\$ 123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge (waived until Electronic Interface not available)	\$ 12.17

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite:	
Engineered	\$ 35.48
Non-Engineered	\$ 12.59
Coordinated Conversions:	
ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59
Hot Coordinated Conversion First Hour:	
ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34
Hot Coordinated Conversion per Additional Quarter Hour:	
ISO	\$ 4.88
Central Office Connection	\$ 9.43
Outside Facility Connection	\$ 8.37

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that ORION orders any service from this Agreement.

Customer Record Search applies when ORION requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Tel USA to ORION. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Tel USA to ORION. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if ORION requests service prior to the standard due date intervals.

Coordinated Conversion applies if ORION requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if ORION requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

APPENDIX D PRICES FOR UNBUNDLED SERVICES

General. The rates contained in this Appendix D are the rates as defined in Article VII and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine Tel USA's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered Tel USA costs), or any appeal or other litigation. Tel USA will offer unbundled loops under the following conditions:

Loop Elements	Recurring Monthly rates
2 Wire Analog Loop (inclusive of NID)	\$ 32.00
4 Wire Analog Loop (inclusive of NID)	\$ 50.00
2 Wire Digital Loop (inclusive of NID)	\$ 32.00
4 Wire Digital Loop (inclusive of NID)	\$ 50.00
DS-1 Loop	\$ 160.31
DS-3 Loop	\$ 2,584.44
Type C Conditioning	\$ 1.50
Type C Improved Conditioning	\$ 30.00
Type DA Conditioning	\$ 2.00
Mid-Span Repeaters	\$ 74.56
Network Interface Device (leased separately)	
Basic NID	\$ 1.30
Complex (12 x) NID	\$ 1.40
Transport Elements	
CLEC Dedicated Transport	
CDT 2 Wire	\$ 34.00
CDT 4 Wire	\$ 55.45
CDT DS1	\$ 350.00
CDT DS3 (Optical Interface)	\$ 1,125.00
Interoffice Dedicated Transport	
IDT DS0 Transport Facility per ALM	\$ 4.13
IDT DS0 Transport Termination	\$ 15.08
IDT DS1 Transport Facility per	\$ 8.21
IDT DS1 Transport Termination	\$ 26.36
IDT DS3 Transport Facility per	\$ 40.36
IDT DS3 Transport Termination	\$ 440.00
Multiplexing	
DS1 to Voice Multiplexing	\$ 200.00
DS3 to DS1 Multiplexing	\$ 462.83
Ancillary	
DS3 Electrical Interface	\$ 1,500.00
Conditioning	
DS1 Clear Channel Capability	\$ 24.00
Type C Conditioning	\$ 1.50
Type C Improved Conditioning	\$ 30.00
Type DA Conditioning	\$ 2.00
Line Sharing	
DSL line sharing (1)	\$9.25
DSL Line Sharing Remote Feeder (2)\$225.00	
Cross-Connection DS0 to DS0 (per Cross-Connection)	\$.90

(1) Two (2) cross – connection charges are applied for each shared loop.

(2) Remote to Wire Center charge when end user has service from a remote interface.

Non-Recurring Charges (NRCs) for Unbundled Services

Pre-ordering	
CLEC Account Establishment Per CLEC (waived if CLEC account exists)	\$ 273.09
Customer Record Search	\$ 11.69
DSL Line Sharing Quote Preparation	\$ 330.00
Ordering and Provisioning	
Loop:	
Engineered Initial Service Order (ISO)	\$ 294.07
Non-Engineered ISO	\$ 49.31
Central Office Connection	\$ 12.21
Outside Facility Connection	\$ 68.30
Type C Conditioning	\$ 200.00
Type C Improved Conditioning	\$ 200.00
Type DA Conditioning	\$ 200.00
Line Sharing	
DSL Line Sharing Service Order Charge	\$ 125.00
DSL Line Sharing Loop Qualification	\$ 555.00
DSL Line Sharing Loop Conditioning	\$ 95.00
NID:	
ISO	\$ 33.38
Outside Facility Connection	\$ 43.69
Transport:	
ISO	\$ 121.95
Subsequent Service Order	\$ 117.12
Design Charge	\$ 27.00
CDT 2 Wire Connection	\$ 200.00
CDT 4 Wire Connection	\$ 200.00
CDT DS1 Wire Connection	\$ 450.00
CDT DS3 Wire Connection	\$ 675.00
DS1 to Voice Multiplex	\$ 800.00
DS3 to DS1 Multiplex	\$ 450.00
DS1 to Clear Channel Capacity	\$ 90.00
Type C Conditioning	\$ 200.00
Type C Improved Conditioning	\$ 200.00
Type DA Conditioning	\$ 200.00
Custom Handling	
Service Order Expedite:	
Engineered Loop LSR's	\$ 35.48
All Other LSR's	\$ 12.59
Coordinated Conversions:	
ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59
Hot Coordinated Conversion First Hour:	
ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34
Hot Coordinated Conversion per Additional Quarter Hour:	
ISO	\$ 6.40
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that ORION orders any service from this Agreement.

Customer Record Search applies when ORION requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies per Local Service Request (LSR).

Subsequent Service Order applies per LSR or Access Service Record (ASR) for modifications to an existing Port or Transport service.

Engineered ISO applies per LSR when engineering work activity is required to complete the order.

Non-Engineered ISO applies per LSR when no engineering work activity is required to complete the order.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Design Change applies per ASR when an engineering review is required for a Transport ASR.

CDT Connection applies in addition to the ISO, per facility for the installation of CDT products.

Multiplexing applies in addition to the ISO, per arrangement for the installation of Multiplexing arrangements.

Conditioning applies in addition to the ISO, per Loop or Transport Facility for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if ORION requests service prior to the standard due date intervals.

Coordinated Conversion applies if ORION requests notification and coordination of service cutover prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if ORION requests real-time coordination of a service cutover that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Line Sharing NRCs

DSL Line Sharing Quote Preparation Charge is a non-recurring charge for each location where DSLAM equipment is located by the CLEC and special pricing is requested.

Line Sharing Service Ordering Charge is applied for each LSR requesting a shared loop.

Line Sharing Loop Qualification Charge is applied for all loops greater than 18,000 ft of the serving Central Office. All loops are prequalified up to 18,000 Feet.

Line Sharing Loop Conditioning Charge is applied when the CLEC request requires removal of bridges, taps, filters, extenders or load coils.

APPENDIX E COLLOCATION

Each Bona Fide Request (BFR) will be priced based on CLEC's specific needs after the Interconnection Agreement is approved by the State Commission.